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BOSTON REDEVELOPMENT AUTHORITY

LAND DISPOSITION AGREEMENT

For Commercial or Industrial or Institutional Use

THIS AGREEMENT, made and entered into the 5th day of August 1971 by and between BOSTON REDEVELOPMENT AUTHORITY, and TUFTS-NEW ENGLAND MEDICAL CENTER, INC.

WHEREAS the parties hereto have agreed as follows:

ARTICLE I

DEFINITIONS

Section 101: Defined Terms

For the purposes of this Agreement, the following terms shall have the meanings, respectively, ascribed to them below:

(a) "City" shall mean the City of Boston, Massachusetts.

(b) "Authority" shall mean the Boston Redevelopment Authority, a public body politic and corporate, created pursuant to Chapter 121B of the Massachusetts General Laws (Ter. Ed.), as amended, and shall include any successor in interest, whether by act of a party of this Agreement or by operation of law or otherwise.

(c) "Redeveloper" shall mean Tufts-New England Medical Center, Inc., a charitable corporation organized under Chapter 180 of the Massachusetts General laws (Ter. Ed.), and shall include any successor in interest or assign, whether by act of a party to this Agreement or by operation of law or otherwise.

(d) The "Property" refers to Parcels P-8, P-9, P-10, and P-11 of the South Cove Urban Renewal Project Area, as well as those portions of Tremont, Common and Hollis Streets as shown on the plan attached hereto as Exhibit A.

(e) "Plan" shall mean the South Cove Urban Renewal Plan adopted by the Authority on June 10, 1965, approved by the City Council on July 26, 1965, as it may be amended in accordance with the provisions therein contained, which Plan as amended to the date hereof is on file in the office of the Authority and in the office of the Clerk of the City, and a copy of which, as amended to the date hereof is recorded at Suffolk Registry of Deeds in Book 8228, Page 61.

The "Term of the Plan" shall mean a period of 40 years commencing upon the approval of the Plan by the Boston City Council.

(f) "Design Proposal" shall mean the drawings, sketches and plans submitted to the Authority, showing the general plan, elevations, dimensions and character of the improvements to be erected on the Property by the Redeveloper, including the type, amount, distribution and area of the various uses on the Property.

(g) "Architect" shall mean the firms of The Architects Collaborative and Conrad Associates, Inc., acting pursuant to a contract for architectural services with respect to the improvements to be erected on the Property, a copy of which contract has been deposited with the Authority, which firms or contract shall not be changed without the prior written consent of the Authority.

(h) "Parcel" shall mean a portion of the Property which is conveyed or to be conveyed by means of a separate deed, or upon which a separate improvement is to be constructed.

(i) "HUD" shall mean the Secretary of the Department of Housing and Urban Development of the U. S., or any officer duly authorized to act in his behalf.

(j) "Preliminary Working Drawings and Outline Specifications" shall mean site plans, floor plans, elevations and sections, outline specifications, and models which have been developed to show the detailed architectural character of the improvements to be erected on the property and their relationship to the approved Design Proposal, and submitted to the Authority, with such changes as the Authority may reasonably request.

(k) "Director" shall mean the Director of the Boston Redevelopment Authority or any officer duly authorized to act in his behalf.

(l) "Contractor" shall mean Sprague Construction Corporation.

ARTICLE II

TRANSFER OF THE PROPERTY AND PAYMENT THEREFOR

Section 201: Covenant of Sale

Subject to all the terms, covenants and conditions of this Agreement, the Authority agrees to sell and the Redeveloper agrees to purchase the Property.

Section 202: Condition of Land to be Conveyed

(a) The Authority agrees that, at the time of sale and conveyance and delivery of possession of the Property, it shall be free and clear of all buildings, structures and improvements except streets, sidewalks and walls and foundations below the surface, and all cellar holes and excavations shall be filled to the level of the surrounding ground in a good and workmanlike manner, and the finished surface shall be rough graded so as to conform approximately to the street elevations of the area as they now exist.

All expenses (including current taxes, if any) relating to buildings or structures demolished or to be demolished shall be borne by and any income or salvage received from such buildings or structures shall belong to the Authority.

(b) The Authority agrees that it shall, without expense to the Redeveloper or public assessment against the Property, provide or cause to be provided the street improvements called for in the Plan, in such manner as to reasonably integrate the completion of such street improvements with the completion of improvements to be built on the Property by the Redeveloper and the public utility adjustments called for in the Plan in a timely manner so as not to impede the construction of the improvements on the Property.

(c) The Redeveloper hereby waives any and all claims to awards of damages, if any, to compensate for the closing, laying out, or change of grade of any street within or fronting or abutting on the Property which pursuant to the Plan is to be closed, laid out, or changed in grade.

Section 203: Deposit

The Authority hereby acknowledges the receipt of five thousand dollars ($5,000.00) in cash, certified bank check drawn to the order of the Authority, savings bank books, Irrevocable Letter of Credit, or negotiable notes, properly endorsed and fully guaranteed as to principal by the United States of America, or by a State or political subdivision thereof, deposited by the Redeveloper with the Authority. The sum deposited, which shall be segregated from all other funds of the Authority, shall constitute a good faith deposit made by the Redeveloper for the performance of its obligation hereunder, and shall be disposed of in accordance with provisions hereinafter contained. Any interest earned on the deposit shall be the property of the Redeveloper and shall be paid by the Authority to the Redeveloper as and when received. However, nothing herein contained shall require the Authority to earn any interest on the deposit.

Section 204: Purchase Price and Payment Thereof

(a) The total purchase price for the property shall be an amount based upon reuse appraisals, subject to HUD concurrence.

(b) The Payment shall be in cash or certified check drawn to the order of the Authority.

Section 205: Time of Sale and Conveyance

The sale and conveyance and delivery of possession of the Property and the purchase of the same by the Redeveloper, shall take place on August 31, 1971, at a closing to be held at the office of the Authority or such other place as the Authority may designate, or at an earlier or later date upon written agreement of the parties hereto.

Section 206: Title and Instrument of Conveyance

The sale and conveyance shall be by quitclaim deed, conveyin good and marketable fee simple title free and clear of all liens and encumbrances but subject to and with the benefit of all condi covenants and restrictions set forth or referred to in this Agree and the Plan or in either thereof, and subject to the following easements, restrictions, and encumbrances:

(a) A grant of easement to the Authority and The Salesian Society for access and egress on foot and in vehicles from Washington Street to the underground garage and service area to be constructed by The Salesian Society and agreement by the grant to comply with the provisions of Section 803 of the Boston Buildi Code of the City of Boston adopted May 15, 1943, and amended up to 1969, on demand of the Building Commissioner, as indicated in Exhibit B.

Section 207: Federal Tax Stamps and Other Closing Costs

The Redeveloper shall pay the costs of any Federal or State documentary tax stamps which may be required, and all recording fees, including the cost of recording this Agreement.

Section 208: Adjustments

Taxes, charges, or assessments allocable with respect to any period after delivery to the Redeveloper of a Deed hereunder shal be payable by the Redeveloper. If any parcel is exempt from taxa on the assessment date next preceding the conveyance hereunder by virtue of title being vested in the Authority or other tax-exempt entity, the Redeveloper shall pay the Authority in lieu of a tax adjustment a pro-rata amount of the taxes which would have been p to the City of Boston if such parcel had not then been exempt fro taxation, for that portion of the tax year during which the Redev has title and possession. This payment in lieu of taxes shall be puted using the purchase price as the assumed assessment on the

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Property and using the tax rate for the current year if it is known, and if it is not known, the estimated tax rate established by the City Assessor. All closing costs and adjustments shall be paid the Authority upon the delivery of the deed to the Property.

Section 209: Application of Redeveloper's Deposit

Upon issuance of the Certificate of Completion pursuant to Section 304 herein, the deposit made by the Redeveloper with the Authority in accordance with Section 203 hereof shall be returned to the Redeveloper.

Section 210: Conditions Precedent to Conveyance

The Authority shall not be obligated to make conveyance of the Property, unless and until the following events have all occurred:

(a) Final Working Drawings and Specifications for the Property have been submitted by the Redeveloper and approved by the Authority as provided in Section 302 hereof.

(b) The Redeveloper and a responsible contracting firm have entered into a contract, satisfactory in form to the Authority, for the construction of the improvements on the Property, and a copy of this contract has been deposited with the Authority, which firm shall not be changed without prior written consent of the Authority.

(c) The Redeveloper has furnished the Authority with a performance and payment surety bond satisfactory in form to the Authority with the construction contractor as principal and the Redeveloper, the holder of any mortgage referred to in Section 402 hereof, and the Authority as beneficiaries, as their respective interests may appear. The penal amount of this bond shall not be less than 10% of the amount of the aforesaid construction contract.

(d) The Redeveloper has furnished evidence satisfactory to the Authority that the Redeveloper has the equity capital and commitments for mortgage financing adequate for the construction of the improvements in accordance with said approved working drawings and specifications and the construction contract.

(e) The Redeveloper has submitted a Letter of Intent executed by its construction contractor, substantially in the form attached hereto, marked Exhibit C, and made a part hereof, in which the contractor undertakes to carry out all of the provisions of this Agreement in the Section entitled "Nondiscrimination in Employment" and the requirements of the Authority's "Equal Opportunity Compliance Policy" adopted February 20, 1969, a copy of which has been marked Exhibit D and is attached hereto and made a part hereof.

(f) The Redeveloper has obtained a building permit from the City of Boston Building Department and has paid all application fees in connection therewith, and the Authority is satisfied that the improvements described in the building permit are in accordance with the Final Working Drawings and Specifications approved by the Authority pursuant to Section 302 herein.

Section 211: Default by Authority

If the Authority shall be unable to give title or to make conveyance or to deliver possession of the Property as provided for herein, the Authority shall use reasonable efforts to remove any defect in title or to deliver possession as herein agreed, as the case may be, and the Authority shall give written notice thereof to the Redeveloper at or before the time for performance by the Authority hereunder, and thereupon the time for the performance by the Authority shall be extended for a period of ninety (90) days, or such longer period or periods as the Authority and the Redeveloper shall mutually agree; provided however, that the Redeveloper shall have the election, either at the original or any extended time for performance, to accept such title as the Authority can deliver to the Property (if then cleared) and to pay therefor without deduction, in which case the Authority shall convey such title to the Redeveloper. If at the expiration of the extended time the Authority shall be unable to give title or to make conveyance or to deliver possession as herein provided, then, (1) the deposit, together with any interest earned thereon (but only if the deposit has not been retained by the Authority pursuant to Sections 801 or 802 herein) shall be refunded; (2) all other obligations of the parties hereto shall cease; and (3) this Agreement shall be void and without recourse to the parties hereto. The acceptance of a deed by the Redeveloper shall be deemed a full performance and discharge of every agreement and obligation herein contained with respect to the Property except such as are, by the express terms hereof, to be performed after the delivery of the deed.

ARTICLE III

RESTRICTION AND CONTROLS UPON REDEVELOPMENT

Section 301: Redevelopment Pursuant to Plan

(a) The Redeveloper, for itself and its successors and assigns, covenants, promises and agrees:

(1) to devote the Property to the uses specified in the Plan, and to comply with the requirements therein specified; not to use or devote the Property or any part thereof for any use other than the said permitted uses or contrary to any of the applicable limitations or requirements of the Plan.

(2) to give preference in the leasing of space in the building(s) to be constructed on the Property to former commercial occupants of the South Cove Urban Renewal Area, to the maximum extent practicable.

(3) not to discriminate upon the basis of race, creed, color or national origin in the sale, lease, or rental, or in the use or occupancy of the Property, or any improvements erected or to be erected thereon, or any part thereof.

(b) It is intended and agreed that the covenants in subsection (a) of this Section shall be covenants running with the land, and covenants to the same effect shall be contained in any instruments from the Authority to the Redeveloper or to its successors or assigns and in any instruments from the Redeveloper, its successors and assigns, conveying the Property or any part thereof or interest therein, and shall be expressed therein to be covenants running with the land.

(c) The covenants in subdivisions (1), (2) and (3) of subsection (a) of this Section, and the covenants to the same effect which shall be contained in any instrument or instruments in accordance with the provisions of subsection (b) of this Section, and all rights and obligations under any of said covenants, shall terminate upon the expiration of the term of the Plan; and the covenant in subdivision (3) and the covenant to the same effect which shall be contained in any instrument or instruments in accordance with the provisions of subsection (b), and all rights and obligations under said covenant, shall terminate upon the expiration of one hundred (100) years from the date of the deed of the Property from the Authority to the Redeveloper.

(d) The Redeveloper agrees to take affirmative action to give maximum effect to the covenant in subsection (a) (2), and particularly covenants and agrees not to enter into agreements, leases, or other arrangements with lessees, tenants, or others pursuant to which the Redeveloper agrees not to lease space to any other commercial firm or firms, for any reason whatsoever, where the direct or indirect effect of the same would be to diminish the benefits to former commercial

occupants intended by said subsection.

Section 302: Improvements and Submission of Plans

(a) The Property shall be used for the construction of a Parking Garage to contain approximately 900 parking spaces and 12,000 feet of retail space, to be built in accordance with the Design Proposal, the Preliminary Working Drawings and Outline Specifications, and the applicable standards and controls of the Plan.

Within one month after execution of this Agreement, the Redeveloper shall submit to the Authority Final Working Drawings and Specifications prepared by the Architect and in accordance with the previously approved Preliminary Working Drawings and Outline Specifications, the Plan and this Agreement.

The Authority shall review the Final Working Drawings and Specifications for conformity with the Preliminary Working Drawings and Outline Specifications, the Plan and this Agreement, and shall promptly notify the Redeveloper of its approval or disapproval in writing, setting forth in detail any grounds for disapproval. If no grounds of disapproval are delivered in writing to the Redeveloper within ten (10) days after the submission of the Final Working Drawings and Specifications, or any resubmission thereof as hereinafter provided, such drawings and specifications shall be deemed approved.

In the event of a disapproval, the Redeveloper shall, within ten (10) days after the date the Redeveloper receives the written notice of such disapproval, resubmit the Final Working Drawings and Specifications altered to meet the grounds of disapproval. The resubmission shall be subject to the review and approval of the Authority in accordance with the procedure hereinabove provided for an original submission, until Final Working Drawings and Specifications shall be approved by the Authority, except, however, that if the Redeveloper shall fail to submit Final Working Drawings and Specifications which meet the requirements of this subsection and the approval of the Authority within one month after approval of the Preliminary Working Drawings and Outline Specifications, the Authority shall have the right to terminate this Agreement and retain the deposit.

As promptly as possible after the Final Working Drawings and Specifications are approved or deemed approved by the Authority and in any event no later than 20 days prior to the date set forth in Section 205 hereof, the Redeveloper shall submit to the Authority for review and approval by the Authority evidence satisfactory to the Authority that the Redeveloper has the equity capital and commitments for mortgage financing necessary for the construction of the improve-

ments in accordance with said approved drawings and specifications.

(b) The Redeveloper may make tentative application for a building permit for the construction of the improvements to be erected on the Property. However, no improvements shall be constructed which are not shown on the approved Final Working Drawings, nor shall any work be done on the construction of the improvements if such work deviates from the approved Final Working Drawings and Specifications in any of the following respects: (1) if the external appearance of the building (including roof and penthouse) is affected in any way; (2) if there are significant changes in materials or design of the interiors; (3) if there are changes in materials, designs, dimensions, or color in the public lobbies, entrances, arcades or open spaces; except and only to the extent that modifications thereof have been requested by the Redeveloper in writing and have been approved in writing by the Authority. If the Redeveloper shall fail to comply with the foregoing requirements, the Authority may, within a reasonable time after discovery thereof by the Authority, direct in writing that the Redeveloper so modify or reconstruct such portion or portions of the improvements erected or being erected on the Property as so deviate from the approved Final Working Drawings and Specifications or any approved modifications thereof, as to bring them into conformance therewith. The Redeveloper shall promptly comply with such a directive, and shall not proceed further with construction of such portion of the improvements as are the subject of such a directive until such directive is complied with. No delay in completion of the improvements resulting from such modification or reconstruction shall be a ground for the extension of the time limits of construction on the Property as provided for in Section 303 of this Agreement.

(c) In submitting plans and specifications to the Authority for its approval, the Redeveloper shall consider and take into account the planning and design objectives set forth in the Plan, and the Authority shall pursue such objectives in its review of and action upon the plans and specifications so submitted.

(d) Construction of the improvements hereunder shall be in conformity with all applicable State and local laws and regulations.

(e) The Redeveloper agrees to provide as part of the construction of improvements required pursuant to this Agreement, works of art satisfactory to the Authority, and agrees to expend for such works a sum not less than 1% of the total amount to be expended by the Redeveloper for such construction of improvements. The art as used herein shall be deemed to include ornaments, arrangements, or effects created through the use of sculpture, bas-reliefs, mosaics, frescos, murals, prints, tapestries, paintings, and fountains which are sculptural in themselves or designed to enhance the setting of sculpture.

The Redeveloper agrees to include in the final plans and specifications submitted to the Authority a general program for employment of art in the development to support and enhance the architectural and site design proposals.

(f) Submission of Final Working Drawings and Specifications pursuant to this Section 302 shall not be deemed to include submission of the final structural, plumbing, electrical or mechanical plans unless requested by the Authority.

(g) It is the general policy of the Authority that all new buildings constructed in Urban Renewal Project Areas shall be so designed as to accommodate the physically handicapped. In further ance of this policy, plans and specifications shall include provisions conforming insofar as possible with the "American Standard Specifications for Making Buildings and Facilities Accessible to and Usable by the Physically Handicapped" as published by the National Society for Crippled Children and Adults, Inc., located at 2033 West Ogden Avenue, Chicago, Illinois 60612, copyright 1961 by American Standards Association, Inc., located at 10 East 40th Street, New York, N.Y. 10016, incorporated herein by reference. The Authority shall take into consideration the provisions and objectives of said American Standard Specifications in its rev of and action upon plans and specifications submitted to it pursuan to this Agreement.

(h) The Redeveloper shall erect and properly maintain at all times as required by the conditions and the progress of the work, all necessary safeguards for the protection of workmen and the public. The Redeveloper shall surround the construction site at the commencement of construction with a chain-link fence and shall maintain such fencing in place until construction on the site is substantially completed. Where chain-link fencing is impracticable, the Redeveloper may use other types of barriers or fencing with the prior written consent of the Authority.

Section 303: Time for Commencement and Completion of Construction

(a) Prior to the sale and conveyance and delivery of possess of the Property, the Authority shall permit the Redeveloper access thereto, whenever and to the extent necessary to carry out the purposes of this Agreement.

(b) The Redeveloper shall begin the construction of the impr ments in accordance with the approved working drawings and specific within fifteen (15) days after delivery of the deed to and possess of the Property.

(c) The Redeveloper shall submit a detailed estimated progress schedule at the time construction is begun, together with a listing of all subcontractors in excess of $10,000, in a format to be approved by the Authority. This schedule shall be resubmitted each month until the construction of the improvements has been completed, with actual progress shown. This monthly submission shall be accompanied by a written report by the Redeveloper citing any adjustments to the progress forecast, analyzing the causes thereof, and, where applicable, noting corrective efforts.

(d) During the period of the Plan, all work of the Redeveloper shall be subject to inspection by representatives of the Authority, of the City and of the United States of America, and the Authority shall notify the Redeveloper promptly of any defects observed by it.

(e) The Redeveloper shall diligently prosecute to completion the construction of the improvements and shall complete such construction not later than twenty-four (24) months after the commencement thereof.

(f) It is intended and agreed that the agreements and covenants contained in this Section 303 with respect to the beginning and completion of the improvements on the Property shall be covenants running with the land. This subsection shall not, however, apply against a mortgagee permitted by this Agreement unless the mortgagee shall elect to complete as permitted in Section 403, in which case the extension provisions of that Section shall apply.

Section 304: When Improvements Completed

When the improvements required of the Redeveloper by the provisions of this Agreement have been built and are substantially ready for occupancy, the Authority shall issue to the Redeveloper a Certificate of Completion which shall be in recordable form and shall be conclusive evidence of the fact that the improvements have been completed.

If the Authority shall refuse or fail to issue such a Certificate in accordance with the provisions of this Section, the Authority shall within thirty (30) days after written request by the Redeveloper, provide the Redeveloper with a written statement, indicating in adequate detail in what respect the Redeveloper has failed to complete the improvements in accordance with the provisions of this Section, or

is otherwise in default, and what measures or actions will be necessary, in the opinion of the Authority, for the Redeveloper to take or perform in order to obtain such a Certificate.

When the Property has been, with the approval of the Authority, divided into 2 or more separate parcels for the purpose of constructing thereon separate improvements, the Authority may, upon completion of the improvements relating to any such parcel, issue a Certificate of Completion with respect to such separate parcels.

Section 305: Prompt Payment of Obligations

The Redeveloper shall make, or cause to be made, prompt payment of all monies due and legally owing to all persons, firms and corporations doing any work, furnishing any materials or supplies or renting any equipment to the Redeveloper or any of its contractors or subcontractors in connection with the development, construction, furnishing, repair or reconstruction of any of the improvements required by this Agreement to be constructed upon the Property.

Section 306: Nondiscrimination in Employment

The Redeveloper, for itself and its successors and assigns, agrees that in the construction of the Improvements provided for in the Agreement:

(a) The Redeveloper will not discriminate against any employee or applicant for employment because of race, color, sex, religion, or national origin. The Redeveloper will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, religion, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority setting forth the provisions of this nondiscrimination clause.

(b) The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, color, sex, religion, or national origin.

(c) The Redeveloper will send to each labor union or representative of workers with which the Redeveloper has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of the Redeveloper's commitment under Section 202 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Redeveloper will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and of the relevant rules, regulations, and orders of the Secretary of Labor.

(e) The Redeveloper will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to the Redeveloper's books, records, and accounts by the Authority, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Redeveloper's noncompliance with the nondiscrimination clauses of this Section or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Redeveloper may be declared ineligible for further government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Redeveloper will include the provisions of paragraphs (a) through (g) of this Section in every contract or purchase order and will require the inclusion of these provisions in every subcontract entered into by any of its contractors unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, so that such provisions will be binding upon each such contractor, subcontractor,

or vendor, as the case may be. The Redeveloper will take such action with respect to any construction contract, subcontract, or purchase order as the Authority or the Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Redeveloper becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Authority or the Department of Housing and Urban Development, the Redeveloper may request the United States to enter into such litigation to protect the interests of the United States.

For the purposes of including such provisions in any construction contract, subcontract, or purchase order, as required, the first three lines of this Section shall be changed to read: "During the performance of this contract, the contractor agrees as follows:" and the term "Redeveloper" shall be changed to "Contractor".

ARTICLE IV

TRANSFER AND MORTGAGE OF REDEVELOPER'S INTEREST

Section 401: General Terms Relating to Transfer of Interest in Property by Redeveloper

(a) The Redeveloper warrants that it is a charitable corporation organized under Chapter 180 of the Massachusetts General Laws (Ter. Ed.) and that no person owns or can own any stock in the Redeveloper.

(b) The Redeveloper agrees that it will not, prior to the completion of the construction of the improvements on the Property, make, or suffer to be made, any assignment or any manner of transfer of its interest in the Property or portion thereof or in this Agreement, other than a contract or agreement to be performed subsequent to such completion, except as provided in subsection (c) of this Section 401 and Section 402.

(c) Notwithstanding the provisions of subsection (b) of this Section 401, an assignment or transfer of the Redeveloper's interest in the Property or any portion thereof or in this Agreement may be made prior to the completion of the construction of the improvements, upon compliance with the following:

(1) The transferee or transferees shall have been approved as such in writing by the Authority.

(2) The transferee or transferees, by valid instrument in writing, satisfactory to the Authority, shall have expressly assumed, for themselves and their successors and assigns and directly to and for the benefit of the Authority, all obligations of the Redeveloper to begin and complete the building of the improvements and all obligations of the Redeveloper provided for in this Agreement including the obligations of performance in accordance with the Plan, provided, that the fact that any transferee of, or any other successor in interest whatsoever to, the Property or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the Authority) relieve or except such transferee or successor of or from such obligations, conditions, or restrictions or deprive or limit the Authority of or with respect to any rights or limitations or controls with respect to the Property or the construction of the improvements; it being the intent of this, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no

transfer of, or change with respect to, ownership shall operate, legally or practically, to deprive or limit the Authority of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Property and the construction of the improvements that the Authority would have, had there been no such transfer or change. Therefore, in the absence of a specific written agreement by the Authority to the contrary, no such transfer or approval thereof by the Authority shall be deemed to relieve the Redeveloper or any other party bound in any way by this Agreement or otherwise with respect to the construction of the improvements, from any of its obligations with respect thereto.

(3) Any consideration obtained by the Redeveloper from the transferee or transferees in excess of an amount representing the actual cost to the Redeveloper of the Property or interest therein transferred, including the cost of any improvements made thereon and carrying charges, shall be paid over to the Authority.

(4) There has been submitted to the Authority for review, and the Authority has approved, all instruments and other legal documents involved in effecting transfer.

(5) The Redeveloper and its transferee or transferees shall comply with such other conditions as the Authority may find desirable in order to achieve and safeguard the purposes of the Massachusetts Housing Authority Law and the Plan.

Section 402: Mortgage of Property by the Redeveloper

Notwithstanding any other provisions of this Agreement, the Redeveloper shall at all times have the right to encumber, pledge, or convey its rights, title and interest in and to the Property, or any portion or portions thereof, by way of bona fide mortgage to secure the payment of any loan or loans obtained by the Redeveloper to finance the development, construction, furnishing, repair or reconstruction of any of the improvements required to be constructed by the Redeveloper on the Property by the Plan and this Agreement, or to refinance any outstanding loan or loans therefor obtained by the Redeveloper for any such purpose; provided, however, that the Redeveloper shall give prior written notice to the Authority of its intent to exercise such rights hereunder.

The holder of any such mortgage (including a holder who obtains title to the Property or portion thereof by foreclosure or action in lieu thereof, but not including a party who obtains title through such holder, or any purchaser at a foreclosure sale other than the holder) shall not be obligated by this Agreement to construct or complete the improvements or to guarantee such construction or completion, but shall have the options described in Section 403.

Section 403: Rights and Duties of Mortgagee upon Acquisition Prior to Completion

(a) If a mortgagee, through the operation of its contract to finance the improvements required by this Agreement to be constructed

by the Redeveloper on the Property, or by foreclosure, acquires fee simple title to the Property or any Parcel thereof prior to the completion of such improvements, the mortgagee shall, at its option:

(1) complete construction of such improvements in accordance with the approved working drawings and specifications, the Plan and this Agreement and in all respects comply with the provisions of this Agreement; or

(2) sell, assign or transfer, with the prior written consent of the Authority, fee simple title to the Property or Parcel to a purchaser, assignee or transferee who shall expressly assume all of the covenants, agreements and obligations of the Redeveloper under this Agreement in respect to the property or Parcel, by written instrument satisfactory to the Authority and recorded forthwith in the Suffolk County Registry of Deeds; or

(3) reconvey fee simple title to the Property to the Authority, in which event the provisions of Section 802 relative to resale shall apply.

(b) If a mortgagee elects to complete construction pursuant to (a) (1) above, or sells, assigns or transfers purusant to (a) (2) above, the Authority shall extend the time limits set forth in Section 303 herein as shall be reasonably necessary to complete construction of the improvements, and upon such completion, the mortgagee or purchaser, as the case may be, shall be entitled to the Certificate of Completion pursuant to Section 304 hereof.

ARTICLE V

PROVISIONS RELATING TO OPERATION AND MAINTENANCE

Section 501: Maintenance and Operation of Improvements

The Redeveloper shall, at all times until the expiration of the term of the Plan, keep the improvements constructed on the Property in good and safe condition and repair unless such improvements shall have become uninsurable, and, in the occupancy, maintenance and operation of such improvements and the Property, comply with all laws, ordinances, codes and regulations applicable thereto.

Section 502: Additions or Subtractions to Completed Improvements

After the improvements required by the Plan and this Agreement to be constructed by the Redeveloper on the Property, or any portion thereof, have been completed, the Redeveloper shall not, until the expiration of the term of the Plan, reconstruct, demolish or subtract therefrom or make any additions thereto or extensions therof, without the prior written approval of the Authority, if: (a) the external appearance of the building (including roof and penthouse) or Property is affected in any way; or (b) there are any changes in materials, design, dimensions or color in the public lobbies, entrances, arcades or open spaces. Any such reconstruction, demolition, subtraction, addition, or extension shall in all respects conform to the provisions of the Plan. In the event the Redeveloper shall fail to comply with the foregoing requirements, the Authority may within a reasonable time after its discovery thereof direct in writing that the Redeveloper so modify, reconstruct or remove such portion or portions of the improvements as were reconstructed, demolished or subtracted from or added to or extended without the prior written approval of the Authority. The Redeveloper shall promptly comply with such a directive, and shall not proceed further with such reconstruction, demolition, subtraction, addition or extension until such directive is complied with.

ARTICLE VI

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INDEMNIFICATION

Section 601: Reimbursement of Authority in Respect of Certain Litigation

To the extent the Authority prevails in any proceedings brought by it to enforce compliance with the provisions of this Agreement, the Redeveloper shall pay all reasonable costs and expenses which may be incurred by the Authority, and the amounts of all judgments and decrees. However, the holder of any mortgage permitted hereunder shall not be liable to the Authority for any costs, expenses, judgments, decrees or damages which shall have accrued against the Redeveloper, whether or not such holder shall subsequently acquire title to the Property.

ARTICLE VII

INSURANCE

Section 701: Insurance Coverage

(a) The Redeveloper shall, until the expiration of the term of the Plan, keep all of the insurable property and equipment in respect of the Property insured by fire and extended insurance and additional risk insurance to the same extent and amount which is normally required by institutional mortgagees in the use of similar property and equipment in the City. Such insurance shall be in amounts sufficient to comply with the co-insurance clause applicable to the location and character of the property or equipment, and, in any event, in amounts not less than eighty per centum (or eighty per centum in the case of extended coverage insurance) of the current cash value of such property or equipment. All such insurance shall be by standard policies, obtained from financially sound and responsible insurance companies authorized to do business in Massachusetts, and shall have attached thereto a clause making the loss payable to the Redeveloper, the mortgagee, and, subject to the rights of the mortgagee, the Authority, as their respective interests may appear.

(b) Each insurance policy shall be written to become effective at the time the Redeveloper becomes subject to the risk or hazard covered thereby, and shall be continued in full force and effect for such period as the Redeveloper is subject to such risk or hazard.

(c) Certificates of such policies and renewals shall be filed with the Authority.

Section 702: Non-Cancellation Clause

All insurance policies shall provide that any cancellation, change or termination thereof shall not be effective with respect to the Authority until after at least ten (10) days' prior notice has been given to the Authority to the effect that such insurance policies are to be cancelled, changed, or terminated at a particular time.

Section 703: Authority May Procure Insurance if Redeveloper Fails to Do So

If the Redeveloper at any time refuses, neglects or fails to secure and maintain in full force and effect any or all of the

insurance required pursuant to this Agreement, the Authority at its option, may procure or renew such insurance, and all amounts of money paid therefor by the Authority shall be payable by the Redeveloper to the Authority; with interest thereon at the rate of six per centum (6%) per annum from the date the same were paid by the Authority to the date of payment thereof by the Redeveloper. The Authority shall notify the Redeveloper in writing of the date, purposes, and amounts of any such payments made by it.

Section 704: Redeveloper's Obligations with Respect to Restoration and Reconstruction

(a) Whenever any improvement, or any part thereof, constructed on the Property shall have been damaged or destroyed prior to the expiration of the term of the Plan, the Redeveloper shall proceed promptly to establish and collect all valid claims which may have arisen against insurers or others based upon any such damage or destruction. All proceeds of any such claim and any other monies provided for the reconstruction, restoration or repair of any such improvement, shall be deposited in a separate account of the Redeveloper or of any mortgagee.

(b) The insurance money and any other proceeds so collected shall be used and expended for the purpose of fully repairing or reconstructing the improvements which have been destroyed or damaged to a condition at least comparable to that existing at the time of such damage or destruction to the extent that such insurance money and other proceeds may permit. Any excess proceeds after such repair or reconstruction has been fully completed shall be retained by the Redeveloper, subject to the rights of any mortgagee of record permitted hereunder.

(c) The Redeveloper, with the written approval of the Authority and any mortgagee of record permitted hereunder, may determine that all or any part of any such damage to or destruction of such improvements shall not be reconstructed, restored, or repaired, and in such event, the proceeds of any claims against insurers or others arising out of such damage or destruction, to the extent not used for such reconstruction, restoration, or repair shall be retained by the Redeveloper.

(d) Any reconstruction or repair undertaken pursuant to the provisions of this section shall in all respects be in accordance with and conform to the provisions of the Plan.

Section 705: Commencement and Completion of Reconstruction

The Redeveloper shall commence to reconstruct or repair any improvements and equipment on the Property, or any portion thereof,

which have been destroyed or damaged prior to the expiration of the term of the Plan, within a period not to exceed six (6) months after the insurance or other proceeds with respect to such destroyed or damaged property have been received by the Redeveloper or any mortgagee (or, if the conditions then prevailing require a longer period, such longer period as the Authority may specify in writing), and shall well and diligently and with dispatch prosecute such reconstruction or repair to completion, such reconstruction or repair in any event to be completed within twenty-four (24) months after the start thereof.

ARTICLE VIII

RIGHTS, REMEDIES AND PROCEDURES IN THE EVENT OF A BREACH BY REDEVELOPER

Section 801: Failure or Refusal by Redeveloper to Purchase Fee Simple Title and Possession

(a) If the Redeveloper shall fail or refuse to submit working drawings and specifications satisfactory to the Authority as provided in Section 302 of this Agreement, or shall fail or refuse to submit evidence satisfactory to the Authority that it has the necessary equity capital and commitments for mortgage financing as provided in Section 210, or shall (other than as provided in Section 211 of this Agreement) fail or refuse to complete the purchase and accept possession of the Property upon proper tender of conveyance by the Authority pursuant to this Agreement, or there is any unauthorized change in the ownership or distribution of the stock in the Redeveloper or with respect to the identity of the parties in control of the Redeveloper or degree thereof, the Authority shall have the right to retain the deposit held by it pursuant to Section 203 as full liquidated damages, but not as a penalty, without any deduction or offset whatever and without further liability to the Authority on the part of the Redeveloper; and the Authority may, upon such failure or refusal, in its sole discretion terminate, by written notice to the Redeveloper, all of its obligations to the Redeveloper hereunder, in addition to retaining such deposit.

Section 802: Consequences of Breach by Redeveloper with Respect to Commencement and Completion of Construction, Failure to Pay Taxes or Discharge Encumbrances, or Unauthorized Transfers of Interest.

If, prior to completion of the improvements:

(1) The Redeveloper shall fail to perform its obligations under this Agreement with respect to commencement, diligent prosecution, or completion of construction of improvements;

(2) The Redeveloper shall fail to pay any real estate taxes or assessments on the Property or any part thereof when due, or shall place or suffer to be placed thereon any encumbrances or liens other than the mortgage lien authorized by this Agreement; or

(3) There is in violation of this Agreement any transfer of the Property or any part thereof, or any change in the

ownership or distribution of the stock, if any, in the Redeveloper or with respect to the identity of the parties in control of the Redeveloper or degree thereof;

the Authority shall in writing notify the Redeveloper of such failure or violation. The Redeveloper shall thereupon have ninety (90) days from the receipt by it of such written notice to cure such failure or violation. If the Redeveloper does not cure such failure or violation within the 90-day period (or within such extended period of time as may be established by the Authority acting solely in its discretion) and if the holders of record of building loan agreements and/or first mortgages in replacement thereof do not exercise their rights to cure such violation or failure (as provided in Section 804 hereof), or if this contract is cancelled, terminated or suspended pursuant to Section 306 hereof the Redeveloper shall promptly transfer possession of, and reconvey, the Property together with all of the improvements thereon, to the Authority without cost to the Authority, by quitclaim deed, provided that such reconveyance (1) shall be subject to any existing building loan agreements and mortgages thereon permitted under this Agreement, and (2) shall not include any parcels with respect to which a Certificate of Completion has been issued pursuant to Section 304. In the event of such failure to cure, the Authority shall also have the right to retain as its own the deposit then held by it without any deduction offset or recoupment whatsoever, and the Authority may also enforce its rights under the surety bond referred to in Section 210. If the Redeveloper shall fail so to reconvey, the Authority may institute such actions or proceedings as it may deem advisable as well as proceedings to compel specific performance and the payment of all damages, expenses and costs.

In the event of a failure to cure under this Section, or if the contract is canceled, terminated or suspended pursuant to Section 306, the Authority shall have the right to re-enter and take possession of the Property and to terminate (and revest in the Authority) the estate conveyed by the Deed to the Redeveloper, it being the intent of this, together with other provisions of this Agreement, that the conveyance of the Property to the Redeveloper shall be made upon, and that the Deed shall contain, a condition subsequent to the effect that in the event of such failure to cure, the Authority at its option may declare a termination in favor of the Authority of the title, and of all the rights and interest, in the Property and that such title, and all rights and interest of the Redeveloper, and any assigns or successor in interest, in the Property, shall revert to the Authority; provided, that such condition subsequent and any revesting of title as a result thereof in the Authority: (1) shall always be subject to and limited by and shall not defeat, render invalid, or limit in any way the lien

of any mortgage authorized by this Agreement, or any rights or interests provided herein for the protection of the holders of such mortgages, and (2) shall not apply to Parcels of the Property with respect to which a Certificate of Completion has been issued pursuant to Section 304.

If the Redeveloper or a mortgagee reconveys to the Authority, pursuant to this Section 802 or Section 403, or if the Authority shall re-enter pursuant to this Section 802, the Authority shall undertake with due diligence to resell the Property so reconveyed or which it has so re-entered, and the improvements thereon, subject to all of the provisions of the Plan; and the proceeds of such resale, together with the net income, if any, derived by the Authority from its operation and management of the Property subsequent to such reconveyance shall be used:

First: to reimburse the Authority for all costs and expenses reasonably and proximately incurred by the Authority, including the salaries of Authority personnel, in connection with the recapture, management and resale or the Property and all administrative and overhead costs in connection therewith;

Next: to reimburse the Authority for expenditures made or obligations incurred with respect to the making or completion of improvements on the Property for which it has not otherwise been reimbursed;

Next: to pay all taxes, payments in lieu of taxes, public charges and other sums owing to the City with respect to the Property up to the time of such resale (or in the event the Property is exempt from taxation during the period of ownership thereof by the Authority, an amount equal to such taxes as would have been payable if the Property were not so exempt); and

Finally:

(a) In their respective order of priority to pay any and all mortgage indebtedness authorized by this Agreement and to make all and whatever payments may be necessary to discharge any other encumbrances or liens existing or threatened on the Property, in favor of mechanics, materialmen or subcontractors;

(b) To pay or reimburse the Authority for any amounts otherwise owing to the Authority from the Redeveloper;

(c) If there is any balance of proceeds remaining, to use the balance of the proceeds to reimburse the Redeveloper for and up to the amount expended by it in the purchase and improvement of the Property (but not including the deposit referred to in Section 203 hereof), less any profit theretofore realized by the Redeveloper from the disposition of any interest in the Property, and any income realized by the Redeveloper from its use of the Property, and

(d) Any balance remaining shall remain the property of the Authority.

Section 803: Notice of Breaches to Mortgagees

If the Authority, pursuant to Section 802 of this Agreement, gives written notice to the Redeveloper of a failure to commence or complete construction, the Authority shall forthwith furnish a copy of the notice to each of the mortgagees of record of the Property permitted under this Agreement. To facilitate the operation of this Section, the Redeveloper shall at all times keep the Authority provided with an up-to-date list of names and addresses of mortgagees and holders of building loan agreements from whom the Redeveloper has obtained loans for redevelopment operations. Any such mortgagee or holder may notify the Authority of its address and request that the provisions of Section 907 as they relate to notices apply to it. The Authority agrees to comply with any such request.

Section 804: Mortgagee May Cure Breach of Redeveloper

If the Redeveloper received notice from the Authority of a failure to commence or complete construction, pursuant to Section 802 of this Agreement and such breach is not cured by the Redeveloper before the expiration of the ninety (90) day period provided for in Section 802, the holders of record of construction loan agreements and/or mortgages in replacement thereof may cure any such failure and complete the construction then in progress in accordance with the working drawings and specifications, the Plan and this Agreement upon giving written notice of their intention to do so to the Authority within fifteen (15) days after the expiration of the ninety (90) day period, or within sixty (60) days after such holder receives such notice of failure, whichever period is longer.

Section 805: Remedies for Other Breaches

It is understood by the parties hereto that in the event any party shall fail to comply with or violate any of the provisions of this Agreement, then the other party hereto may institute such actions and proceedings as may be appropriate, including actions and proceedings to compel specific performance and payment of all damages, expenses, and costs. Neither these remedies nor that class of remedies more particularly described in this Agreement shall be exclusive unless specifically so described, provided however that the remedies prescribed in Sections 801 or 802 for the defaults therein described shall be exclusive.

Section 806: Equal Opportunity Compliance Policy and Breach Thereof

If, at any time prior to the issuance of the final Certificate of Completion pursuant to the terms of Section 304 hereof, the Director shall find that the Redeveloper and/or its General Contractor have failed to comply with the requirements of the Authority's "Equal Opportunity Compliance Policy" and the provisions of Sections 210 (e) and 306 hereof, the Director shall issue notice of such finding, setti

forth the reasons therefor. Such notice shall be sent registered mail, return receipt requested, to the Redeveloper and its General Contractor.

The Redeveloper and/or its General Contractor shall have the right to appeal such finding to the Boston Redevelopment Authority within thirty (30) days of receipt of the notice thereof. Within thirty (30) days after receipt by the Authority of written notice of the Redeveloper's and/or its General Contractor's intention to appeal said finding, or at the next regular meeting of the Authority, whichever is later, the Authority shall hear such appeal at a public meeting.

Upon the failure of the Redeveloper and/or its General Contractor to appeal the finding of the Director, or upon a determination by the Authority, subsequent to any appeal, that the Redeveloper and/or its General Contractor have failed to comply with the requirements of the Authority's "Equal Opportunity Compliance Policy" and the provisions of Section 210(e) and 306 of this Agreement, the Authority shall have the right to retain the amount deposited with the Authority pursuant to Section 203 hereof, and still on deposit with the Authority, as full liquidated damages, but not as penalty, without any deduction or offset whatsoever and without further liability to the Authority on the part of the Redeveloper.

Upon the failure of the Redeveloper and/or its General Contractor to appeal the finding of the Director, or upon the determination by the Authority, subsequent to an appeal of the finding, that the Redeveloper and/or its General Contractor have failed to comply with the requirements of the Authority's "Equal Opportunity Compliance Policy" and the terms and provisions of Sections 210(e) and 306 of this Agreement, the Director shall send a notice of his finding and any Authority action related thereto to the following:

(a) Secretary, Department of Housing and Urban Development
(b) Regional Administrator, Department of Housing and Urban Development
(c) Commissioner, Federal Housing Administration
(d) Director, Boston Office, Federal Housing Administration
(e) Massachusetts Committee Against Discrimination in Housing
(f) Association of General Contractors
(g) The Building Trades Council
(h) Mayor, City of Boston
(i) Mortgagee, and
(j) Such other interested parties as the Director may deem appropriate.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 901: Obligations and Rights and Remedies Cumulative and Separable

The respective rights and remedies of the Authority and Redeveloper, whether provided by this Agreement or by law, shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times of any other such rights or remedies, except, however, that the remedies prescribed in Section 801 and 802 for the defaults therein described shall be exclusive.

Section 902: Finality of Approvals

Where, pursuant to this Agreement, any document or proposed action by the Redeveloper is submitted by it to the Authority, and the Redeveloper has been notified in writing by the Authority that the same is approved or is satisfactory, such determination shall be conclusively deemed to be a final determination by the Authority with respect to such particular document or proposed action for which such approval or notice of satisfaction was given.

Where the consent or approval of the Authority is required hereunder, such consent or approval shall not be unreasonably withheld.

Section 903: How Agreement Affected by Provisions Being Held Invalid

If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the requirements of applicable laws and of the Plan.

Section 904: Covenants to be Enforceable by Authority and United States

The covenants herein contained, which are expressed to be covenants running with the land, shall be stated or incorporated by reference in any instrument of conveyance relating to the Property or any portion thereof or any interest therein and shall in any event and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the Authority (and the United States in the case of covenants provided in Section 301(a) (3) hereof) against the Redeveloper (including its successors and assigns to or of the Property or any part thereof or any interest therein and any party in possession

or occupancy of the Property or any part thereof). In amplification, and not in restriction of the provisions hereof, it is intended and agreed that the Authority shall be deemed a beneficiary of the covenant provided in Section 301 (a) (3) hereof, both for and in their or its own right and also for the purpose of protecting the interests of the community and the other parties, public or private, in whose favor or for whose benefit such covenants have been provided, and such covenants shall be in force and effect, without regard to whether the Authority or the United States has at any time been, remains or is an owner or in possession of any land to, or in favor of, which the covenants relate.

It is the intention of the Authority that the covenants running with the land which are contained in any instrument of conveyance relating to the Property shall be enforceable only by the Authority (and the United States in the case of the covenant provided in Section 301 (a) (3) hereof) and those holding title to an interest in the Property and that such covenants shall not be enforceable by transferees of other land owned by the Authority in the area covered by the Plan.

Section 905: Parties Barred From Interest in Project

No member of the Congress of the United States of America shall be admitted to any share or part hereof, or to any benefit to arise therefrom.

Section 906: Authority's Members and Officers Barred From Interest

(a)No member, official or employee of the Authority shall have any personal interest, direct or indirect, in this Agreement or the Redeveloper, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interest or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, offical or employee of the Authority shall be personally liable to the Redeveloper or any successor in interest in the event of any default or breach by the Authority or for any amount which may become due to the Redeveloper or to its successor or on any obligations under the terms of this Agreement.

(b) After the date hereinabove first written, the Redeveloper will not, without a prior finding by the Authority that such action is consistent with the public interest, employ in connection with its obligations under this Agreement, any person who has participated in the planning or execution of the Plan or related Project and who is named on any list which may be furnished by the Authority to the Redeveloper as having so participated, or permit any such person to directly or indirectly acquire an interest (except an interest based upon the ownership of its capital stock if such stock is publicly held or offered) in the Redeveloper or in the Property prior to the completion of the improvements thereon in accordance with this Agreement and the Plan.

(c) The Redeveloper covenants that he has not employed or retained any company or person (other than a full-time bona fide employee working for the Redeveloper) to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person (other than such an employee) any gift, contribution, fee, commission, percentage, or brokerage fee, contingent upon or resulting from the execution of this Agreement.

Section 907: Approvals and Notices

Except as otherwise specifically provided in this Agreement, whenever under this Agreement approvals, authorizations, determinations, satisfactions, or waivers are required or permitted, such approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing signed by a duly authorized officer of the Authority or Redeveloper, and sent registered or certified mail, postage prepaid, to the principal office of the party to whom it is directed, which are as follows:

Redeveloper: 171 Harrison Avenue, Boston, Massachusetts, 02111. Attention, Director of Facilities Development.

Authority: New City Hall, Boston, Massachusetts, 02201

The parties shall promptly notify each other of any change of their respective addresses set forth above.

Notices and other communications to mortgagees and holders of construction loan agreements shall be sent registered or certified mail prepaid to the last known address of the party concerned.

Section 908: Matters to be Disregarded

The titles of the several articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

Section 909: Obligations to Continue

Except as to obligations to be performed at or prior to the time of closing of the sale and conveyance of fee simple title to and delivery of possession of the Property, the provisions of this Agreement shall survive the time of closing and the sale and conveyance of fee simple title to and the delivery of possession of the Property to the Redeveloper, but shall not survive issuance of the Certificate of Completion by the Authority except to the extent stated in the deed.

Section 910: Excusable Delays

For the purposes of any of the provisions of this Agreement, neither the Authority nor the Redeveloper, as the case may be, shall be considered in breach of or default in its obligations with respect to the preparation of the Property for Redevelopment, or the beginning and completion of construction of the improvements, or progress in respect thereto, in the event of unavoidable delay in the performance of such obligations due to causes beyond its control and without its fault or negligence, including but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Authority with respect to the preparation of the Property for redevelopment or of the Redeveloper with respect to construction of the improvements, as the case may be, shall be extended for the period of the enforced delay: Provided, that the party seeking the benefit of the provisions of this Section shall, within a reasonable period after the beginning of any such enforced delay, have first notified the other party thereof in writing stating the cause or causes thereof and requested an extension for the period of the enforced delay. In calculating the length of the delay, the Authority shall consider not only actual work stoppages but also any consequential delays resulting from such stoppages as well. In no event shall any financing difficulty be a cause for an extension hereunder.

Section 911: Advertising

The Redeveloper agrees for itself, its successors, and assigns, that during construction and thereafter the Redeveloper, and its successors and assigns, shall include in all advertising for the sale or rental of the Property a statement to the effect (a) that the Property is open to all persons without discrimination on the basis of race, religion, sex, color or national origin and (b) that there shall be no discrimination in public access and use of the Property to the extent that it is open to the public. Without limiting the foregoing, the Redeveloper shall include in all advertising (including signs) for sale and rental of the whole or any part of the Property the legend "An Open Occupancy Building" in type or lettering of easily legible size and design.

Section 912: Agreement Subject to HUD Concurrence

This Agreement and the terms hereof are subject to HUD approval, and in the event that HUD disapproves of this Agreement in any respect, unless the parties agree to make such changes as HUD may require for its approval, then (1) the deposit referred to in Section 205 together with any interest earned thereon shall be refunded; (2) all other obligations of the parties hereto shall cease; and (3) this Agreement shall be void and without recourse of the parties hereto.

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IN WITNESS WHEREOF, on the 5th day of August 1971 at Boston, Massachusetts, the parties hereto have caused this Agreement in five counterparts to be signed, sealed and delivered by their duly authorized officer or agent, respectively.

BOSTON ~~REDEVE~~LOPMENT AUTHORITY

By _____
Title

Signed, sealed and delivered in the presence of:

_____

_____

Tufts-New England Medical Center Inc.

By _____
Title President

_____

_____

Approved as to form:

_____
~~John C. Conley~~
Assistant General Counsel

Approved:

_____
John R. Quarles, Secretary of
Tufts-New England Medical Center, Inc.

NEME-613

8/9/71

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p. 302

DEED

BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate, created pursuant to Chapter 121B of the General Laws of Massachusetts, having its usual place of business in Boston, (the "Authority"), Suffolk County, Massachusetts, in consideration of Twenty-Nine Thousand Five Hundred Dollars ($29,500) paid, grants to TUFTS-NEW ENGLAND MEDICAL CENTER, INC., a Massachusetts charitable corporation having its usual place of business in said Boston ("T-NEMC"), with quitclaim covenants, those certain parcels of land in said Boston known as Parcels P-8, P-9, P-10 and P-11, together with those portions of Hollis Street, shown as Area "I" and Area "J", and that portion of Common Street shown as Area "K", and that portion of Tremont Street shown as Area "L", all shown on a plan entitled "Boston Redevelopment Authority, South Cove Urban Renewal Area, Project No. Mass. R-92, Boston - Suffolk County - Massachusetts, Delivery Parcel Plan, Parcels P-8, P-9, P-10 and P-11," dated June 16, 1971, prepared by Charles T. Main, Inc., Engineers, which plan is attached as Exhibit A to the Land Disposition Agreement dated August 5, 1971, (the "Agreement"), between the parties hereto, to be recorded herewith. Said parcels are bounded and described as follows:

PARCEL P-8

Beginning at the point of intersection with the Hollis Street (discontinued) southerly sideline and Washington Street westerly sideline, and running S 20° -50'-17" W along the Washington Street westerly sideline for a distance of fifty-two and sixty-one hundredths feet (52.61'), to a point; thence turning and running N 67°-12'-02"W by land of the Grantee for a distance of seventy-five and forty-two hundredths feet (75.42'), to a point; thence turning and running N 20°-30'-09" E by the land of the Grantee for a distance of fifty-four and fifty-five hundredths feet (54.55') , to a point on the sideline of Hollis Street (discontinued); thence running

ADDRESS OF GRANTEE: 171 Harrison Avenue, Boston, Massachusetts 02111

N 24° -03'-10" E for a distance of fourteen and forty-five hundredths feet (14.45'), to a point in the center of Hollis Street (discontinued); thence turning and running S 66°-08'-29" E along the center of Hollis Street (discontinued) for a distance of seventy-four and ninety-eight hundredths feet (74.98'), to a point on the westerly sideline of Washington Street; thence turning and running S 20° -50'-17" W along the westerly sideline of Washington Street, for a distance of fourteen and ninety-nine hundredths feet (14.99'),to the place and point of beginning.

Said parcel containing 5,156 square feet more or less, and subject to a certain Permanent MBTA Subsurface Easement, and a certain Permanent MBTA Surface Easement, all as shown on said Delivery Parcel Plan.

PARCEL P-9

Beginning at a point on curve along the westerly sideline of Washington Street, between Hollis Street (discontinued) and Common Street, and running N 78°-33'-54" W for a distance of one hundred twelve and forty-six hundredths feet (112.46'), to a point; thence turning and running N 54°-47'-25" E by the land of the Grantee for a distance of ten and sixty-seven hundredths feet (10.67'), to a point; thence turning and running N 29°-13'-54" W by the land of the Grantee for a distance of twenty-five and eighty hundredths feet (25.80'), to a point; thence turning and running S 66°-50'-46" E by the land of the Grantee for a distance of nine and thirty-three hundredths feet (9.33'), to a point; thence running S 66°-59'-29" E by the land of the Grantee for a distance of forty-one and eighty-three hundredths feet (41.83') to a point; thence

running S 67°-50'-17" E by the land of the Grantee for a distance of seventy-three and fifty hundredths feet (73.50') to a point on curve along the Washington Street Sideline; thence turning and running southerly along the Washington Street Sideline curve of eight hundred forty foot radius (840.00'), for a distance of three and thirty-eight hundredths feet (3.38'), to the point and place of beginning.

Said parcel containing 1,581 square feet more or less, and subject to a certain Permanent Subsurface Easement, all as shown on said Delivery Parcel Plan.

PARCEL P-10

Beginning at a point on the southerly sideline of Hollis Street (discontinued), about ninety-six and sixty-two hundredths feet (96.62') easterly from the easterly sideline of Tremont Street, and running N 23°-44'-05" E, for a distance of fifteen and forty-five hundredths feet (15.45') to a point in the center of Hollis Street (discontinued); thence turning and running S 65°-43'-30" E along the center of Hollis Street (discontinued) for a distance of twenty and eighty-nine hundredths feet (20.89'), to a point; thence turning and running S 23°-44'-05" W for a distance of fifteen and twenty-five hundredths feet (15.25'), to a point on the southerly sideline of Hollis Street (discontinued); thence running S 23°-07'-10"W by the land of the Grantee for a distance of fifty-seven and sixteen hundredths feet (57.16'), to a point; thence turning and running S 50°-23'-29" E by the land of the Grantee for a distance of twenty-one and fifty hundredths feet (21.50'), to a point; thence turning

and running S 28°-13'-09" W by the land of the Grantee for a distance of five and forty-two hundredths feet (5.42'), to a point; thence turning and running N 46°-32'-21" W by the land of the Grantee for a distance of forty-four and eighty-three hundredths feet (44.83') to a point; thence turning and running N 24°-12'-'8"E by the land of the Grantee for a distance of fifty-three and thirty-one hundredths feet (53.31') to the point and place of beginning.

Said parcel containing 1,646 square feet more or less, all as shown on said Delivery Parcel Plan.

PARCEL P-11

Beginning at a point on the new sideline of Tremont Street, twenty-four and forty-three hundredths feet (24.43'), on a bearing S 8°-28'-02" E from the intersection of the northerly sideline of Common Street (discontinued) and the easterly sideline of Tremont Street, and running S 32°-48'-16" E by the center line of Common Street (discontinued) for a distance of forty-nine and twenty hundredths feet (49.20'), to a point; thence running S 34°-45'-13" E for a distance of eighty-nine and sixty-four hundredths feet (89.64'), to a point; thence turning and running N 78°-33'-54" W for a distance of ninety-four and one hundredths feet (94.01'), to a point on the easterly sideline of Tremont Street; thence turning and running N 8°-34'-44" E for a distance of nineteen and sixty-four hundredths feet (19.64') along the easterly sideline of Tremont Street, to a point; thence running N 8°-28'-02" E for a distance of seventy-seven and seventy-nine hundredths feet (77.79') along the easterly sideline of Tremont Street to the point and place of beginning.

Said parcel containing 4,497 square feet more or less, all as shown on said Delivery Parcel Plan.

Title References: Orders of taking by the Authority,

Parcel P-8:	Recorded January 30, 1967, with Suffolk Registry of Deeds Book 8094, Page 639.
Parcel P-9:	Recorded January 30, 1967, with Suffolk Registry of Deeds Book 8094, Page 639.
Parcel P-10:	Recorded June 29, 1967, with Suffolk Registry of Deeds Book 8128, Page 739.
Parcel P-11:	Recorded January 22, 1968, with Suffolk Registry of Deeds Book 8177, Page 93.

T-NEMC for itself and its successors and assigns, covenants, promises and agrees:

(a) (1) to devote the Property (as defined in the Agreement) to the uses specified in the South Cove Urban Renewal Plan, adopted by the Authority on June 10, 1965, and recorded in Suffolk Deeds, Book 8228, Page 61, to comply with the requirements therein specified, and not to use or devote the Property or any part thereof for any use other than the said permitted uses or contrary to any of the applicable limitations or requirements of the Plan.

(2) to give preference in the leasing of space in the building(s) to be constructed on the Property to former commercial occupants of the South Cove Urban Renewal Area, to the maximum extent practicable.

(3) not to discriminate upon the basis of race, color, sex, religion or national origin in the sale, lease, or rental, or in the use or occupancy of the Property, or any improvements erected or to be erected thereon, or any part thereof (the obligations containedin the subsection 3 being for the benefit of and enforceable by the United States, as well as the Authority).

(4) to grant an easement to the Authority and to The Salesian Society for access and egress on foot and in vehicles from Washington Street to the underground garage and service area to be constructed by The Salesian Society and to comply with the provisions of Section 803 of the Boston Building Code of the City of Boston adopted May 15, 1943, and amended up to 1969, on demand of the Building Commissioner, as indicated in Exhibit "B" of the Agreement.

(b) It is intended and agreed that the covenants in section (a) hereinabove shall be covenants running with the land, and covenants to the same effect shall be contained in any instruments from the Grantee, its successors and assigns, conveying the Property or any part thereof or interest therein and shall be expressed therein to be covenants running with the land.

(c) The covenants in subsections (1) and (2) of section (a), and the covenants to the same effect which shall be contained in any instrument or instruments in accordance with the provisions of section (b) hereinabove, and all rights and obligations under any of said covenants, shall terminate upon the expiration of the term of the Plan; and the covenant in subsection (3) and the covenant to the same effect which shall be contained in any instrument or instruments in accordance with the provisions of section (b), and all rights and obligations under said covenant, shall terminate upon the expiration of one hundred (100) years from the date of the deed of the Property from the Authority to the Grantee.

(d) T-NEMC agrees to take affirmative action to give maximum effect to the covenant in section (a) (2), and particularly covenants and agrees not to enter into agreements, leases, or other arrangements with lessees, tenants, or others pursuant to which T-NEMC agrees not to lease space to any other commercial firm or firms, for any reason whatsoever, where the direct or indirect effect of the same would be to diminish the benefits to former commercial occupants intended by said subsection.

The termination dates provided herinabove shall not abate, or be grounds for abatement of, any action, suit, or other legal proceeding instituted prior to the termination of the covenant.

The premises are conveyed subject to and with the benefit of all restrictions, conditions, easements, encumbrances, and all other provisions and matters contained in the Agreement, all as fully and to the same extent and for their respective periods of applicability as if they were set forth herein, excepting only those which by their own terms are to be performed prior to or simultaneously with delivery

of this deed. Where there is any inconsistency between the provisions of the Agreement and this deed, the latter shall govern.

The parties agree that all obligations of either party in the Agreement or in this deed, which by their own terms are to continue beyond the issuance of a Certificate of Completion pursuant to Section 304 of said Agreement, shall so continue.

The Massachusetts deed excise stamps required in connection with the conveyance hereby made have been affixed to the counterpart hereof to be recorded with said Suffolk Deeds, and canceled prior to the delivery of any of the counterparts hereof.

IN WITNESS WHEREOF, on 31st day of August 1971, at Boston, Massachusetts, the parties hereto have caused this Agreement in five counterparts to be signed, sealed and delivered by their duly authorized officer or agent, respectively.

Signed, sealed and delivered in the presence of:

Marly M. Sullivan

Gerald E. Wilson

BOSTON REDEVELOPMENT AUTHORITY

By _____
Director

TUFTS-NEW ENGLAND MEDICAL CENTER, INC.

By John R. Quackenbush
Secretary

Approved as to Form:

Allen B. Coffey
~~John C. Conley~~
General Counsel

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. August 31, 1971

Then personally appeared before me the above-named

ROBERT T. KENNEY

who executed the foregoing Instrument on behalf of the Boston Redevelopment Authority and acknowledge the same to be his free act and deed and the free act and deed of said Authority.

Gerald E. Wilson
Notary Public

My commission expires:
6/24/77

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. August 27 1971

Then personally appeared before me the above-named

John P. Quarles

who executed the foregoing Instrument on behalf of the Tufts-New England Medical Center, Inc., and acknowledge the same to be his free act and deed and the free act and deed of said Corporation.

Gordon A. Carpenter
Notary Public

My commission expires:
GORDON A. CARPENTER
NOTARY PUBLIC
My Commission Expires September 25, 1975

SECRETARY'S CERTIFICATE

I, John R. Quarles, Secretary of the Administrative Board (the governing body analogous to a board of directors) of Tufts-New England Medical Center, Inc., a Massachusetts charitable corporation, hereby certify that at a meeting of said Administrative Board duly held on July 19, 1971, at which a quorum was present and acting throughout, the following vote was duly adopted:

> "VOTED: To authorize John R. Quarles, the Secretary, in the name and on behalf of the corporation, to execute and deliver a deed from the Boston Redevelopment Authority to the corporation relating to land between Tremont Street and Washington Street, containing such terms and in such form as shall be approved by him."

I further certify that said vote has not been altered or rescinded but is now in full force and effect.

Witness my hand and the seal of said corporation this 27th day of August, 1971.

John R. Quarles

John R. Quarles, Secretary of Tufts-New England Medical Center, Inc.

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AGREEMENT

THIS AGREEMENT made between the City of Boston acting by and through its Public Improvement Commission (hereinafter referred to as the "Commission") and New England Medical Center Hospital (hereinafter referred to as the "Hospital"), being a Massachusetts charitable corporation having its principal place of business at 171 Harrison Avenue, Boston, Massachusetts.

WITNESSETH:

WHEREAS as contemplated by the South Cove Urban Renewal Plan adopted by the Boston Redevelopment Authority (the "Authority") on June 10, 1965, and a Cooperation Agreement between the Authority and Tufts-New England Medical Center, dated January 17, 1966, the Hospital wishes to construct a portion of a building (hereinafter referred to as the "Building") over a portion of Washington Street located generally in conformity with the plans entitled Discontinuance Plan, Washington Street, prepared by Chas. T. Main Inc., attached hereto and made a part hereof, and the City of Boston desires that the Hospital construct the Building over Washington Street; and

WHEREAS, to allow the Hospital to construct the Building over Washington Street the Commission voted, pursuant to its authority under Chapter 393 of the Acts of 1906, as amended, on December 15, 1977, to discontinue a vertical portion of the air rights over Washington Street.

NOW, THEREFORE, in consideration of the premises and of the mutual promises and undertakings herein contained, the parties agree as follows:

1. The Hospital agrees that any construction in the discontinued vertical portion of Washington Street shall be used for the general purpose of conducting normal business and activities of a hospital.

2. The Hospital shall in its construction, maintenance and use of the Building conform to laws, statutes and ordinances which may from time to time be applicable thereto and shall, prior to construction, occupation or use of the Building obtain all necessary licenses, permits and approvals therefor.

3. The Hospital does hereby covenant, while this agreement remains in force and effect, to indemnify and save harmless

the City of Boston from and against all claims and demands of all persons for damages, costs and expenses on account of the construction, use and occupancy by the Hospital of the Building, or arising from any act of neglect of the Hospital, its officers, agents and employees in connection therewith, or by reason of any violation of any term or specification contained in this agreement or in any license or permit necessary in the construction, use and occupancy of the Building.

4. The Hospital shall, after consultation with the street lighting staff of the Department of Public Works (the "Department"), install temporary and permanent street and pedestrian lighting and/or suitable obstacle warning signals beneath the Building, during and after construction of the Building which are mutually satisfactory to the parties.

5. In the event it is necessary during the construction of the Building to remove street and sidewalk pavement, the Hospital shall repair the street and sidewalks in a manner satisfactory to the Department.

6. The Hospital shall coordinate construction schedules for the Building with the Traffic and Parking Department of the City of Boston so as to minimize interference with the continued orderly flow of traffic during construction.

7. The Hospital shall, during the construction of the Building, take all reasonable efforts to remove construction debris from the traveled way and minimize construction dust in the construction area.

8. The Hospital shall, during the construction of the Building, install temporary enclosures, if necessary, to provide protection for motorists and pedestrians.

9. The Building shall be designed in such a way as to minimize the adverse effects of water flowing from the faces of the Building.

10. Any communication between the parties pertaining to the terms of this agreement shall be in writing and sent by first class mail to the following addressees and addresses:

If to the Hospital: New England Medical Center Hospital
171 Harrison Avenue
Boston, Massachusetts 02111

Attention: Executive Director

If to the City of Boston: Department of Public Works
Permit Section
City Hall
Boston, Massachusetts 02201

or to such other addressees and addresses as either party may specify by like notice.

11. This agreement shall be interpreted according to the laws of The Commonwealth of Massachusetts.

12. This agreement shall be binding upon the successors and assigns of the Hospital, but no assignment shall be binding on the City of Boston without the written consent of the Commission.

13. This agreement constitutes the complete understanding of the parties. No modification or waiver of any provision shall be valid unless in writing and signed by the Hospital and the Commission.

IN WITNESS WHEREOF, the parties have duly executed this agreement this 18th day of May, 1978.

CITY OF BOSTON

(City of Boston Seal) By: _____
Chairman, Public Improvement Commission

NEW ENGLAND MEDICAL CENTER HOSPITAL

(New England Medical Center Hospital Seal) By: _____
Executive Director

Approved as to form:

_____
Corporation Counsel for the City of Boston

RWH.

APPROVED:

_____
MAYOR OF BOSTON, MASS

5/18

MAY 18 1978

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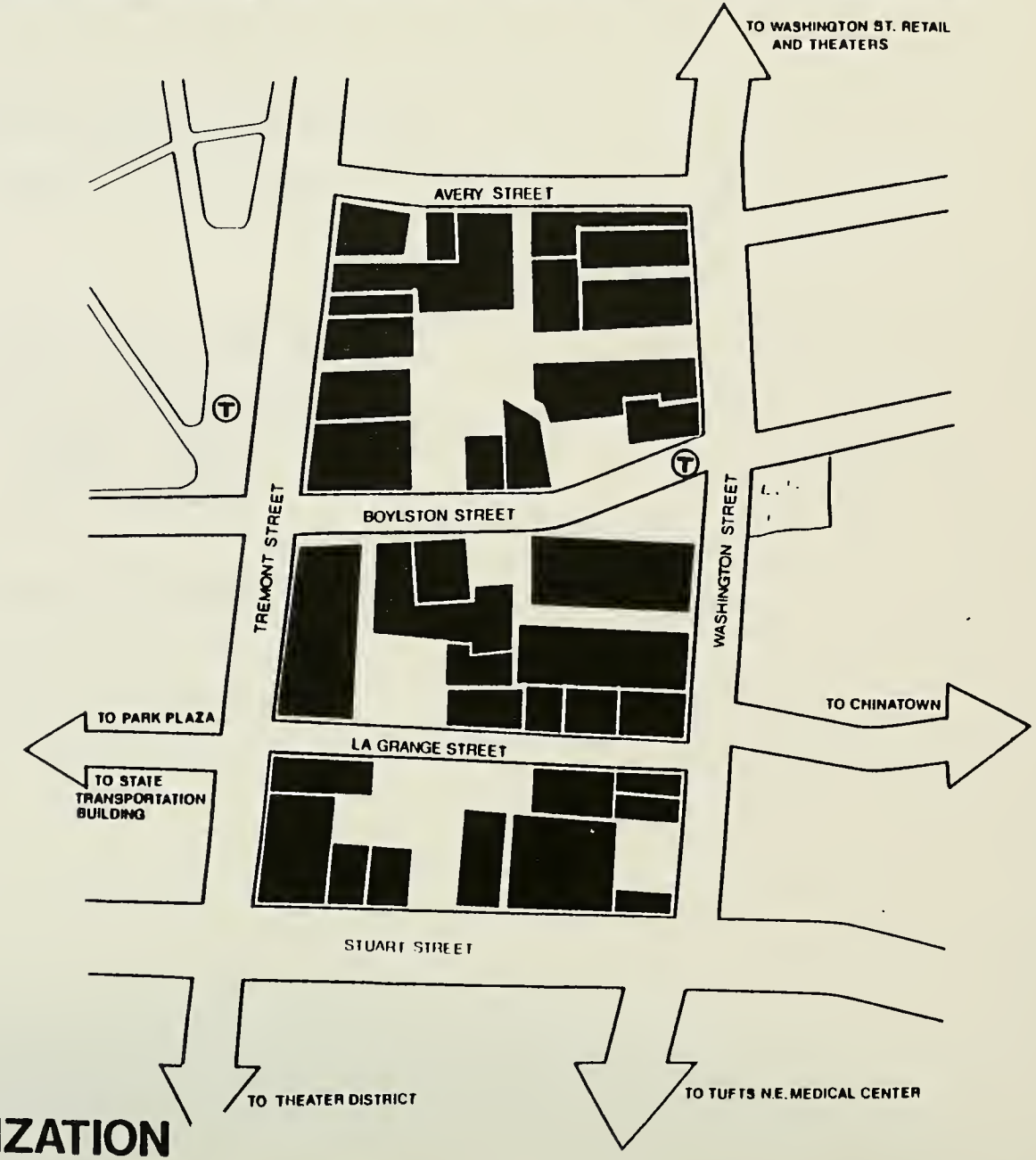
LOWER WASHINGTON ST. AREA



A PR GRAM FOR REVITALIZATION

Office of State Planning (
Frank Kelly

THE LOWER WASHINGTON STREET AREA

A Program for Revitalization

HN3 / B16
P3X
78 / 12

Members of the Authority

Robert L. Farrell, Chairman
James G. Colbert
James K. Flaherty
Joseph J. Walsh
James E. Cofield, Jr.

Director of the Authority

Robert F. Walsh

Secretary of the Authority

Kane Simonian

June 1978

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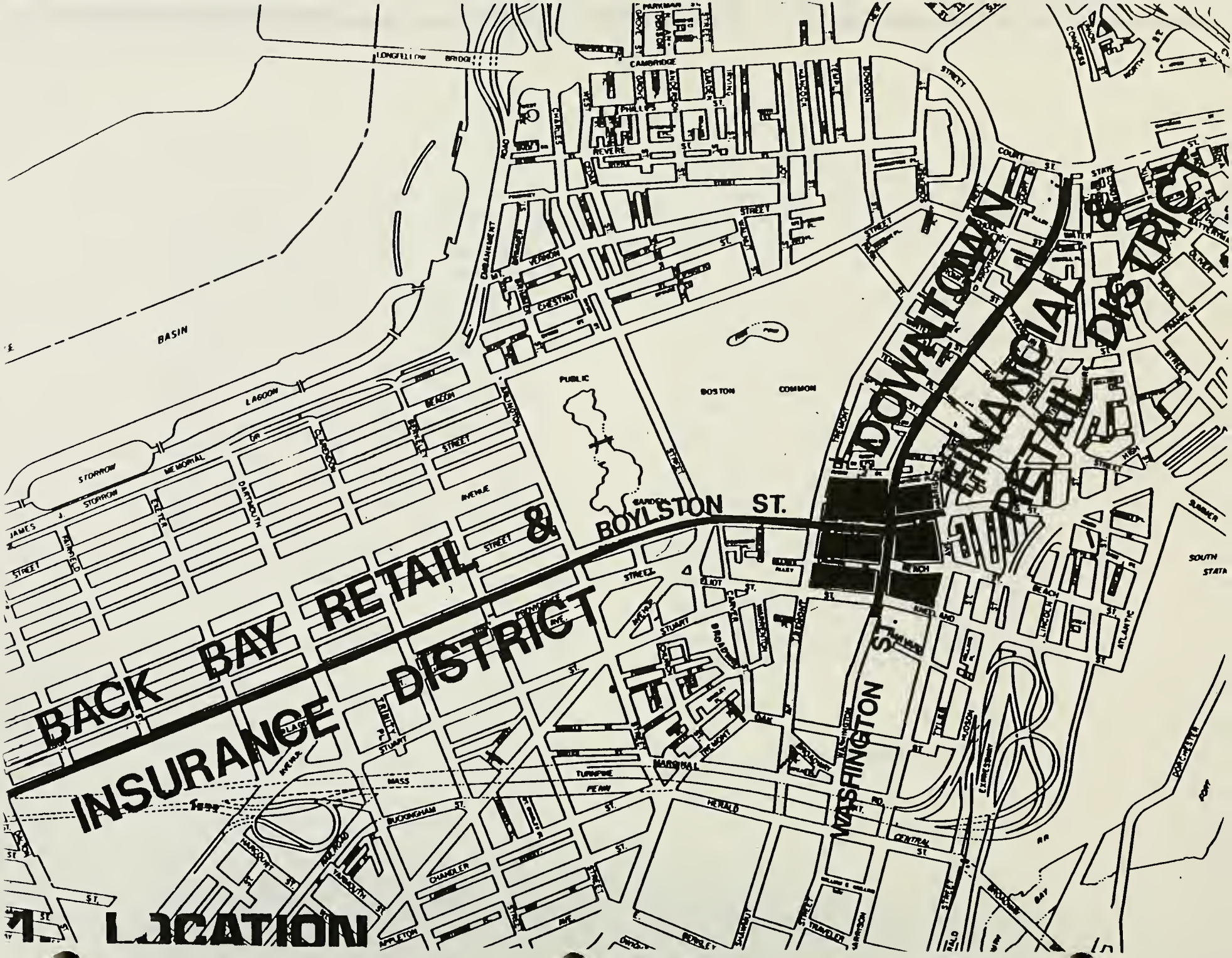
INTRODUCTION


BACK BAY RETAIL & INSURANCE DISTRICT
DOWNTOWN FINANCIAL & RETAIL DISTRICT
BOYLSTON ST.
WASHINGTON
BOSTON COMMON
PUBLIC GARDEN
BASIN
LAGOON
STORROW MEMORIAL DR
BEACON STREET
DARTMOUTH
COLUMBUS AVENUE
CHESTNUT
CAMBRIDGE
REVERE
PHILLIPS
CHARLES
COURT ST.
STATE
SOUTH STATION
SUMMER
ATLANTIC
MASS
BUCKINGHAM ST.
CHANDLER
HARCOURT
FRANKLIN
APPLETON
BOYLSTON
STUART
MARSHALL
TURNPIKE
PENN
HERALD
CENTRAL ST.
TRAVELER
BROOKLINE
BOSTON BAY
LONGFELLOW BRIDGE

1. LOCATION

INTRODUCTION

The Lower Washington Street area affords Boston an uncommon planning and development opportunity. It occupies the critical junction in the city's commercial spine that will ultimately link Lafayette Place with Park Plaza. Peppered with a number of buildings important for their architecture, historical associations, location and uniqueness, it is the link between the bustling Washington Street retail district and the more formal Back Bay and Prudential Center. Anchored at Tremont and Boylston Streets, on the corner of the Boston Common, it contains at its center a small but raucous honky tonk quarter popularly referred to as the Combat Zone - a loud and unruly tenant in Boston's renascent Theatre District. Finally, it confronts the Tufts New England Medical Center to the south, and lies squarely in the path of the Chinese community, expanding from the east.

In short, the Lower Washington Street area commands a prime location in downtown Boston, and as a result, is being prodded and tugged by ever increasing development pressures from all directions. As the City's planning and development agency, the Boston Redevelopment Authority has the responsibility to promote the revitalization of this area by structuring these diverse and sometimes conflicting pressures within a logical and consistent framework. This report identifies these external pressures, describes the physical conditions as they now exist, and explores alternative programs, which conclude in a basic planning and land use policy and general objectives and guidelines to stimulate the development of the Lower Washington Street area into an intense, multi-use community different from any other in the City.

As an essential part of its planning function, the BRA is also charged with assuring that the broadest range of public and private interests are fully represented in the planning effort now focused on the Lower Washington Street area. The guidelines contained in this report have been presented to representatives from the Park Plaza Civic Advisory Committee, the Chinese Community, Tufts New England Medical Center, the Stuart Street Neighborhood Association, and the Mayor's Theatre District Committee, for their review and comment. Each group has expressed its support for the basic concepts outlined herein, and has made many thoughtful and positive suggestions which have been incorporated into this document. This open forum will continue, and we welcome others who share an interest in the rejuvenation of this area to join with us in its planning.

Robert F. Walsh, Director
Boston Redevelopment Authority

I· DEVELOPMENT PRESSURES

DEVELOPMENT PRESSURES

Current planning efforts adjacent to the Lower Washington Street area involve coordinating of a number of planned and proposed development projects and the encouragement of additional new investment, in order to reduce the overall area's recent decline. The realization of these planned projects on all sides of the Lower Washington Street area will apply enormous development pressure on the area. Map No. 2 graphically represents this pressure, also shown on this map is the development pressure on the sub-area of Church Green, which is further discussed in the Appendix to this report. Major planning issues center around the desired location, scale and uses of new development, and the manner in which this development is integrated with existing uses and structures. Two planned developments most certain to have a major impact on the area are the State Transportation Building, scheduled for completion in 1980 as an element in the Park Plaza Urban Renewal Plan, and Lafayette Place. Also of importance are the developments of Tufts-New England Medical Center, the expansion of Chinatown, and the consolidation of the Theatre District.

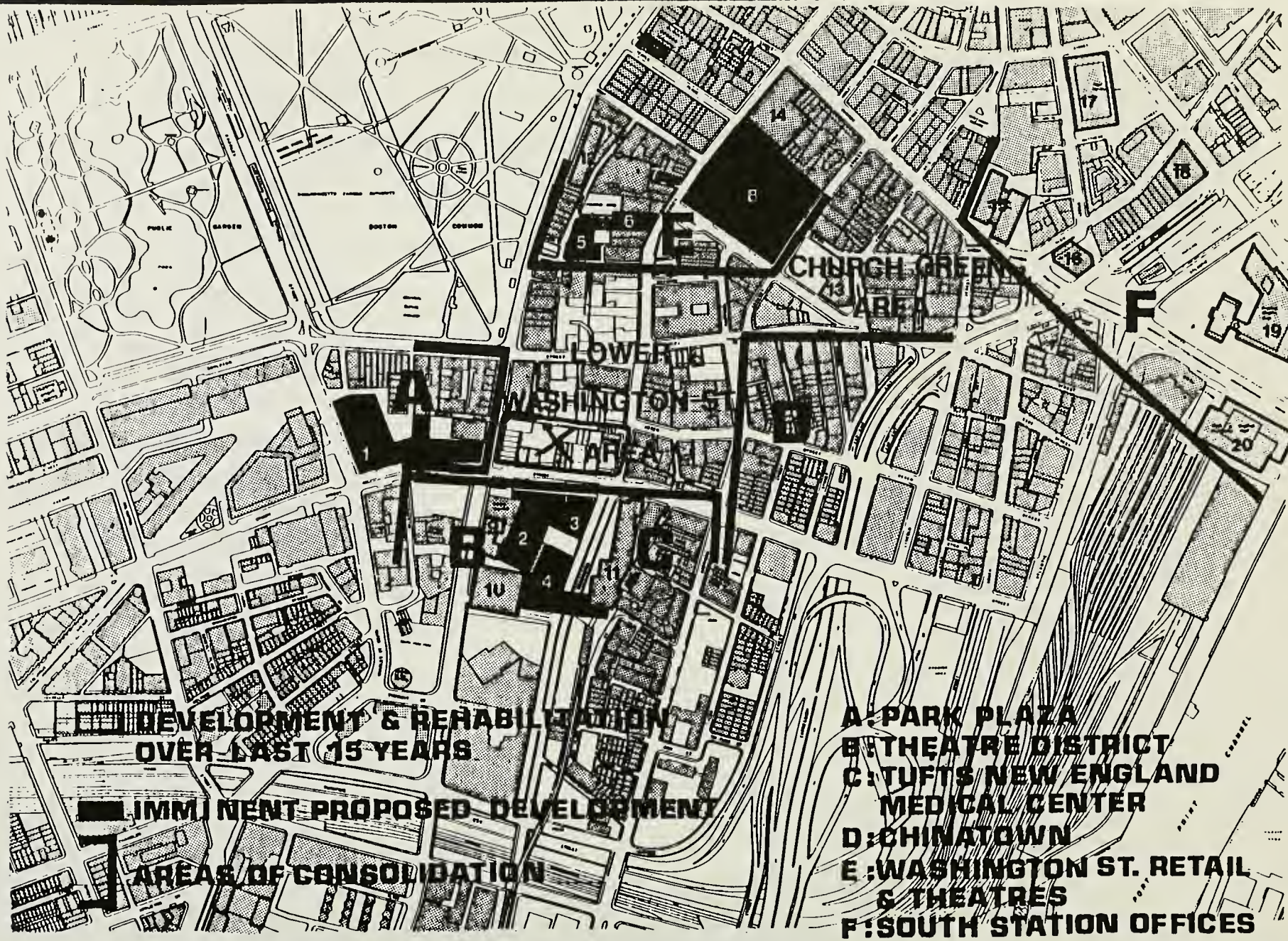
The State Transportation Building and Park Plaza

The State Transportation Building, an L-shaped, mid-rise office building with approximately 600,000 square feet of office space, a 60,000 square foot walk-through, street-level shopping arcade and enclosed parking for 400 cars, will occupy a site fronting along the new line of Charles Street and along Stuart Street to the corner of Tremont. Construction is expected to begin this fall.

The State Transportation Building represents the first phase of the Park Plaza Project, which includes a mix of hotel, apartment, office and retail construction covering roughly the area bounded by Arlington, Boylston, Tremont and Stuart Streets (excepting the Piano Row buildings along Boylston and the Park Plaza Hotel). This project, when completed, will substantially upgrade and stabilize a long-declining area on the fringe of the downtown.

Lafayette Place

The proposed Lafayette Place project, jointly sponsored by the City of Boston and the private development interest of Sefrius, Inc. and Mondev, Inc., is currently planned as a hotel/retail complex on the cleared site bounded by Washington, Chauncy, Bedford and Hayward Streets. The project will serve as a major element in the expansion and renewal of the Washington Street retail district. It will upgrade existing retail space, create new retail and parking facilities, and improve pedestrian and vehicular circulation, as a major step towards re-establishing the area as a regional retail center. Construction on the first phase below-grade parking garage is expected to begin in 1979. The completion of the renovation of The Corner (the former Gilchrist's



2. DEVELOPMENT PRESSURES

Key to development pressure Map (#2)

Proposed development:

1. State Transportation Office Building
2. Renovated Music Hall (Metropolitan Opera Center)
3. Nutrition Center (Department of Agriculture)
4. Unit 1B Project (Tufts New England Medical Center)
5. Mason Street Elderly Housing (State Street Development Corportation)
6. Paramount Theatre
7. Modern Theatre
8. Lafayette Place (Mondev and Sefrius Corporation)

Recent development:

9. Biwend doctors building (Tufts-New England Medical Center)
10. Parking garage (Tufts-New England Medical Center)
11. Dental and Proger Building (Tufts-New England Medical Center)
12. Tremont-on-the-Common apartments
13. Boston Edison sub-station
14. Jordan Marsh
15. Blue Cross/Blue Shield Building
16. 175 Federal Street
17. First National Bank Building
18. Keystone Building
19. Federal Reserve Bank Building
20. Stone and Webster Building

store) on Washington Street into a vertical shopping arcade is also contributing to the revitalization of Washington Street.

Tufts New England Medical Center

Two other nearby development projects are planned or about to get underway which are associated with the Tufts New England Medical Center. TNEMC will start construction this fall on a new hospital wing, using air rights over Washington Street. In addition, a center for nutrition research is being planned on the corner of Kneeland and Washington Streets. When completed, these two developments will considerably expand the market for residential space in the immediate area.

Chinatown

Boston's Chinatown is the fourth largest "Chinatown" in the country. In addition to being the residence for many Chinese, it is the gathering place and focal point for the Chinese community in all of New England. Chinatown is a very special neighborhood in the heart of downtown Boston; its unique character adds decidedly to the City's diversity, and it is an important tourist attraction.

Recent physical changes in the Chinatown-South Cove community have coincided with (but are unrelated to) a marked increase in the number of newcomers from Taiwan and Hong Kong. This increase has been the result of recent changes in U.S. immigration laws, which now place fewer

PARK PLAZA DEVELOPMENT

restrictions on Oriental entrance into this country. During the past ten years, more women and children have begun arriving, radically changing the demographic mix in the Chinese community and creating a serious demand for additional housing and services.

The Theatre District

Theater has played a significant role in Boston's cultural life for two centuries, and contributes to the City's reputation as an innovative and dynamic center for the performing arts. Although not as direct a development pressure as Lafayette Place or the State Transportation Building, there are a number of planned public and private improvements within the Theatre District. At Mayor Kevin White's initiation, the Boston Redevelopment Authority is coordinating a program of public improvements in the Theatre District, with emphasis on pedestrian amenities, which will make a positive impact of the environment experienced by theater audiences. In conjunction with the multi-level, glass-enclosed atrium surrounded by retail space in the State Transportation Office Building and the Music Hall renovation, new and reconstructed pedestrian paths will connect all major theaters, restaurants, and parking facilities. New lighting fixtures, signage and information kiosks are planned to bring additional life to the area. Finally, projections for Parcel C-4, the large lot on the corner of Tremont and Stuart, include ground floor uses that will complement the pedestrian activity and unique identity of the District.

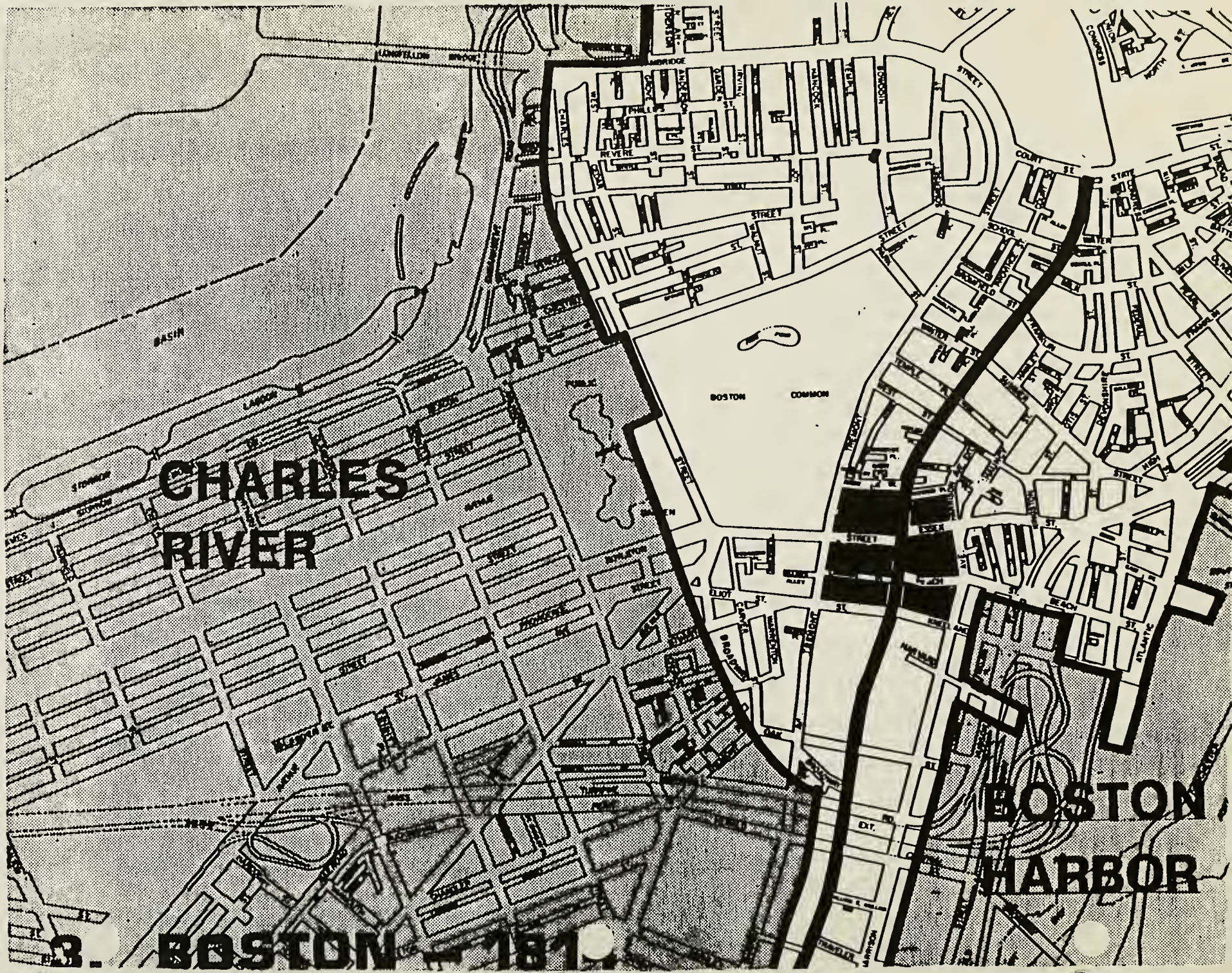
The most significant planned development in the Theatre District, however, is the proposed rehabilitation of the Music Hall. The Music Hall, as it stands, was built as a lavish movie palace in 1925 and currently is the host to a variety of events ranging from rock concerts to Tchaikovsky's "Nutcracker Suite". It is in line for a $3.5 million renovation of its interior, a stage expansion and new dressing-rooms. Located on Tremont Street just below Stuart, the Music Hall's conversion into a facility capable of accommodating the largest touring companies, such as the Metropolitan Opera, is seen as an important catalyst for the renewed vitality of the Theatre District as a whole.

The Washington Street Theaters

The adult uses clustered in the Lower Washington Street area currently separate the legitimate Theatre District to the southwest from a string of magnificent old theaters, which are now movie houses, within and to the north of the area. These elaborate theaters, dating from the 1870's to the early 1930's, served as the birthplace of vaudeville and were the focus of Boston's most concentrated theatrical activity after the mid-nineteenth century. They include the Mayflower (now the Modern), rebuilt in 1913; the Savoy (originally the Keith Memorial Theater), 1928; and the Paramount, 1932. Efforts are being made to modify some of these ornate theaters to house the performing arts, which if successful, will serve as

one of the stimuli for the revival of the Lower Washington Street area and the refurbishing of the remaining movie palaces, thus effectively tying the two theater districts together once again into a single, expansive entertainment area.

2 · A BRIEF TOPOGRAPHICAL HISTORY



3. BOSTON - 1811

A BRIEF TOPOGRAPHICAL HISTORY

The Lower Washington Street area was originally situated along the narrowing edge of the Shawmut Peninsula leading out towards the neck, and was predominantly rural and sparsely settled throughout most of the 18th century. Frog Lane (now Boylston Street) was the only public way in the area, and the only nearby sites of any importance were the Common Burying Ground, set up in 1754 and first called the South Burying Ground, and the Hollis Street Meeting House, built in 1732.

The first indication of the area's increasing commercial importance due to its location along the neck was the location of the Bulfinch-designed Boylston Market, a public market and meeting hall, on the corner of Boylston and Washington Street in 1810. The construction of a series of Boston and Providence Railroad Terminals in Park Square between 1835 and 1900 further increased traffic in the area, which by mid-century had become built up with large residential, commercial, and institutional structures such as the first Boston Public Library (1855), the Hotel Pelham (Boston's first 'French Flat') in 1857, and the Masonic Temple in 1864. While the edges of the Common became lined with an increasing number of architectural showpieces, the streets immediately in back and to the east took on a very different character. The expansion and displacement of the commercial district following the Fire of 1872 forced a southward shift of the more marginal wholesale and light-industrial uses such as sweatshops, shoe stitcheries, and wholesale clothing stores. Many of these moved to the upper floors of buildings along and near Lower Washington Street, forming the present-day garment district.

Concurrent with the relocation of the Boston & Providence Railroad terminal to South Station in 1900, the area south of the Common began to develop as a theater district. The third building of the Hollis Meeting House had been converted to a theater in 1885, followed by the construction of the Tremont Theater in 1889, the Colonial in 1900, the Majestic (now the Saxon) in 1903, the Shubert in 1910, and the Wilbur in 1914. The area has continued throughout this century to be characterized by a mix of small-scale retail and entertainment uses on the street level, with office, residential, wholesale, and light-manufacturing uses above, a diversity which has its origins in the haphazard growth of a 19th century commercial city.*

Since 1951, Boston has lost almost half of its manufacturing activity, or some 53,000 jobs. As is the case with most manufacturing areas throughout Boston and other northeastern cities, the Lower Washington Street area is still in a state of transition between its old, thriving light-industrial use, and a yet to be consolidated set of new uses.

* Boston Landmarks Commission, Hayden Building Landmark Study Report, September, 1977.

3 · THE COMBAT ZONE

THE COMBAT ZONE

Prior to 1960, Boston's main adult entertainment area was located in Scollay Square and along Cambridge Street in what is now Government Center. Contrary to the conventional wisdom, only a small handful of Scollay Square businesses actually moved to Lower Washington Street when Scollay Square was demolished in the early 1960's. Most of them went out of business or relocated outside of the City.

Following the razing of Scollay Square, there was a marked increase in new, adult-oriented activities in the Lower Washington Street area. This increase followed on the heels of the area's rapid decline as a manufacturing district, and reflected the general growth of adult bookstores and X-rated movie houses during the late 1960's and early 1970's.

By 1974, Lower Washington Street contained a majority of the City's adult entertainment businesses, all concentrated in a tight, compact area popularly referred to as the Combat Zone. In the fall of that year, the Boston Redevelopment Authority, in an attempt to curtail the spread of adult uses to other areas of Boston, initiated a bold and imaginative amendment to the zoning code which drew a line around two blocks on Lower Washington Street and declared that, from then on, all new adult uses would be restricted within that area of the city. Those few that existed outside this designated area can continue to operate on the basis of a 'grandfather clause', which allows uses that become non-conforming (as the result of a zoning amendment) to remain.

The Adult Entertainment District, as this two block area is officially called, has been unquestionably successful in eliminating the spread of adult uses to other neighborhoods throughout Boston. In fact, Boston is the only major U.S. city where adult uses have not spread. Moreover, since this special district was created in 1974, the number of adult uses within its boundaries has remained relatively constant at between 25 and 30.

There are recent indications, however, that this number is diminishing. Increased police enforcement and more stringent control of licensing procedures and regulations have prompted several adult-oriented businesses to move out of Boston, or to close down altogether. Two X-rated movie houses have changed ownership and now offer more conventional fare. There is reason to believe that continued crackdowns by the police department and the licensing board will, over time, coax many of the adult uses out of the city. As the Lower Washington Street Area begins to be redeveloped, those that remain will face stiff competition from conventional businesses for scarce ground floor space, and will be forced to pay considerably higher rents in order to stay in operation. What ultimate effect this increased economic pressure will have on adult uses in the Combat Zone remains to be seen, but it is believed that they will continue to move slowly out of the city.

In spite of this decline, the BRA intends to keep the Adult Entertainment District designation in this location. Withdrawing the designation is premature at this time, since such an action would not result in the closing of a single business. Each would be protected by law as a pre-existing, non-conforming use. At the same time, suppressing adult uses altogether is precluded by both practical and constitutional considerations.

Any new development in the Lower Washington Street area must therefore take into account the fact that, although adult uses are on the decline, they can continue to exist in the Combat Zone and must be accommodated. Most importantly, the Combat Zone should no longer be considered as an impediment to long-term planning and real estate investment in the area.

4 · DESCRIPTION AND ANALYSIS OF THE AREA

Paramount

Savoy

SAVOY ~ PARAMOUNT ~ MODERN THEATER COMPLEX

DESCRIPTION AND ANALYSIS OF THE AREA

This section identifies the current strengths and weaknesses of the Lower Washington Street Area and its surroundings. Later in the report, a development program is outlined that can exploit these strengths in order to further revitalize the area. Part of the problem, however, is to define as a matter of public policy, what constitutes a strength. In the context of this report and of the Lower Washington Street Area, the best uses are defined as those which mutually reinforce one another to produce the greatest possible mix and vitality in the area, the most urban of all locations in Boston.

The description falls into two broad categories - land use and the physical worth of existing buildings. In the Lower Washington Street Area and environs, land use components include entertainment, retail, offices, housing, and ethnic and institutional districts. The built physical environment is described in terms of architectural and historic merit, and of structural and overall physical integrity.

Entertainment use

The entertainment district in this area of Boston spans from the intersection of West and Washington Streets to the north, to Arlington Street to the west. The mainstays of the district are theaters which exist at almost uniform intervals throughout the area and which are shown on Map No. 4. What was once a coherent group of theaters serving the needs of Boston's early 20th century population for vaudeville and drama has now become segmented into three distinct sub-districts, with the original theaters in each sub-district adapted to specialized markets.

In the heart of the Lower Washington Street Area is, of course, the Combat Zone, which is dominated by six theater/movie houses - the Pussycat, the Center, the Publix, the Pilgrim, the State and the Essex. The Pilgrim is used for live entertainment shows, the Publix and the Center have recently changed to the showing of more conventional films, and the remaining houses show X-rated films exclusively. Much of the balance of the ground floor uses in this area is taken up by subsidiary adult entertainment activities - pornographic book stores, peep shows, and the bars and fast food outlets that have sprung up to serve the area.

Further up Washington Street and opposite the proposed Lafayette Place development is one of the most interesting groups of theaters in Boston - the Paramount/Savoy/Modern complex. Dominating this group is the Savoy, formerly the B.F. Keith Memorial Theater, with an elaborate baroque interior. Interest has been expressed in purchasing and renovating the Savoy, and progress is also being made in renovating the Modern Theater and the Paramount - the only surviving Art Deco theater in Boston - back into live entertainment uses.

ENTERTAINMENT

Key to Entertainment Map (#4)

Legitmate Theatres:

1. Colonial Theatre
2. Shubert Theatre
3. Wilbur Theatre
4. Music Hall
5. Boston Repertory Theatre
6. Charles Playhouse

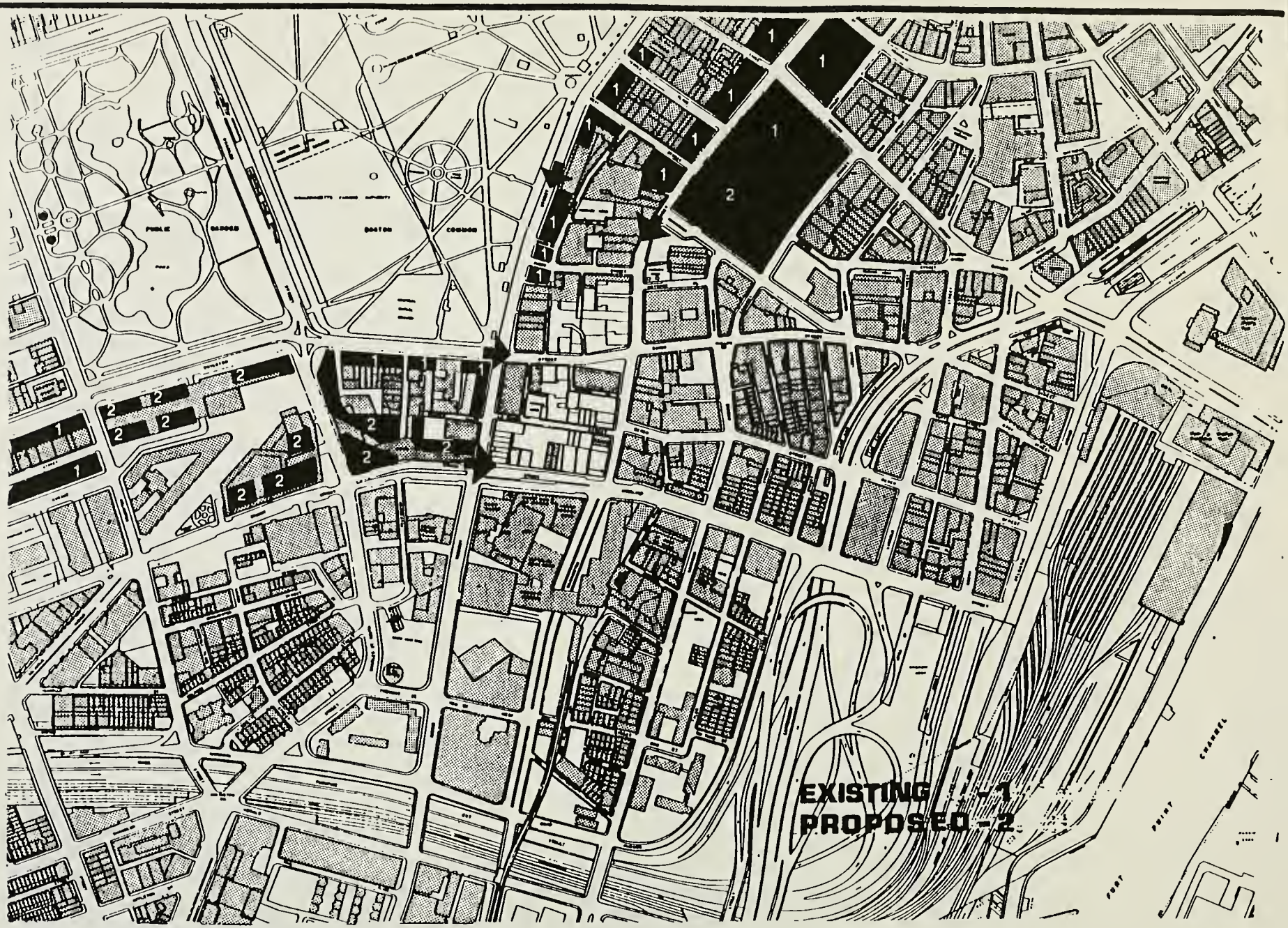
Movie Theatres:

7. Sack 57
8. Saxon (formerly the Majestic)
9. Pussycat (formerly the Unique)
10. Center (formerly the Globe)
11. Publix (formerly the Gaiety)
12. Pilgrim* (formerly the Washington St. Olympia)
13. Essex (formerly the RKO Boston)
14. State (formerly the Park)
15. Astor (formerly the Tremont)
16. Paramount
17. Savoy (formerly the B. F. Keith Memorial)
18. Modern Theatre

* Live adult entertainment

To the southwest of the Lower Washington Street Area is what is now conventionally known as the Theatre District. This is the district which includes the major legimate theaters of Boston - the Colonial, the Shubert and the Wilbur, and two smaller legitimate theaters - the Charles Playhouse and the Boston Repertory Company. Also within this district are the Music Hall, with its potential after conversion of accommodating the largest touring companies, and the Saxon (formerly the Majestic), in which development interest has also been expressed. Also of note in the area are several quality restaurants and lounges which primarily serve theater patrons. As previously mentioned, Mayor Kevin White is committed to a considerable program of public improvements in this district, the objective of which is to upgrade the existing area and to create a safe and pleasant pedestrian environment that links parking garages, public transportation stops, and restaurants with the theaters. One feature of this program which is about to be implemented is the partial closure of LaGrange Street.

The Lower Washington Street Area is located between an established theater district and the Paramount/Modern/Savoy complex which is trying to re-establish itself. The entertainment district can only achieve its original coherence and strength when the missing link of the Lower Washington Street Area is itself revitalized.



5. RETAIL

Retail Use

Boston has, traditionally, two major shopping districts - the Washington Street district, anchored by the major department stores of Jordan Marsh, Filene's, Woolworth's, Kennedy's, etc., and the Back Bay, dominated by the stores along Boylston Street and a secondary shopping route along Newbury Street. The Faneuil Hall Market area is rapidly gaining in importance as the third major shopping area, but not to the detriment of either the Back Bay or Washington Street.

The continuing economic health of both Washington Street and Back Bay retail is demonstrated, respectively, by the Lafayette Place proposal, with its 200,000 square feet of retail space, and the 60,000 square foot shopping mall on the ground floor of the State Transportation Building. Both of these developments will extend quality retail use to the very edges of the Lower Washington Street Area as shown by Map No. 5. In the description of the entertainment district, it was shown how the Lower Washington Street Area was the missing link between the two theater complexes. Similarly, the Lower Washington Street Area is once again a missing link between two expanding retail districts. Although it might be argued that no direct public purpose would be served by linking the two commercial districts together to achieve a diagrammatic continuity of retail uses, it is inevitable that, with no public improvement or intervention, this retail connection will eventually be made by private market development forces. It is therefore incumbent upon the BRA to develop guidelines for this linkage, in order to ensure that other important planning objectives for the area are met, such as providing for the continuity of entertainment uses and maintaining the physical integrity of the existing area.

Office use

Although it may not be apparent at first, the Lower Washington Street Area is predominately office use. Most of the buildings in the area have an average height of five stories. The first floors are, for the most part, occupied by either adult entertainment or retail activities, and the upper floors are only useable at present as office space, albeit of the lowest quality (manufacturing use in the upper floors is a function of the past and housing use, a function of the future). The office vacancy rate in the Lower Washington Street Area is one of the highest in the city (32.9 percent, as compared to a downtown average of 15.3 percent*), despite the generally low rents offered (7 percent lower than average downtown class C office space*). This high vacancy rate represents unrealized taxes to the City and underutilization of the physical resource represented by many solid buildings. The solution to this economic drain can only be either the revitalization of the area to make the buildings more desirable to office users, or to change the use altogether, to housing for example.

* The Office Industry Survey, an Interim Report, BRA Research Department, September, 1977.

MAJOR OFFICE

Key to major offices Map (#6)

A. Proposed office development in Park Plaza Urban Renewal Plan, Arlington/Hadassah sub-parcel
B. State Transportation Office Building
C. Blue Cross/Blue Shield Building
D. First National Bank Building
E. 175 Federal Street
F. Keystone Building
G. Federal Reserve Building
H. Stone and Webster Building

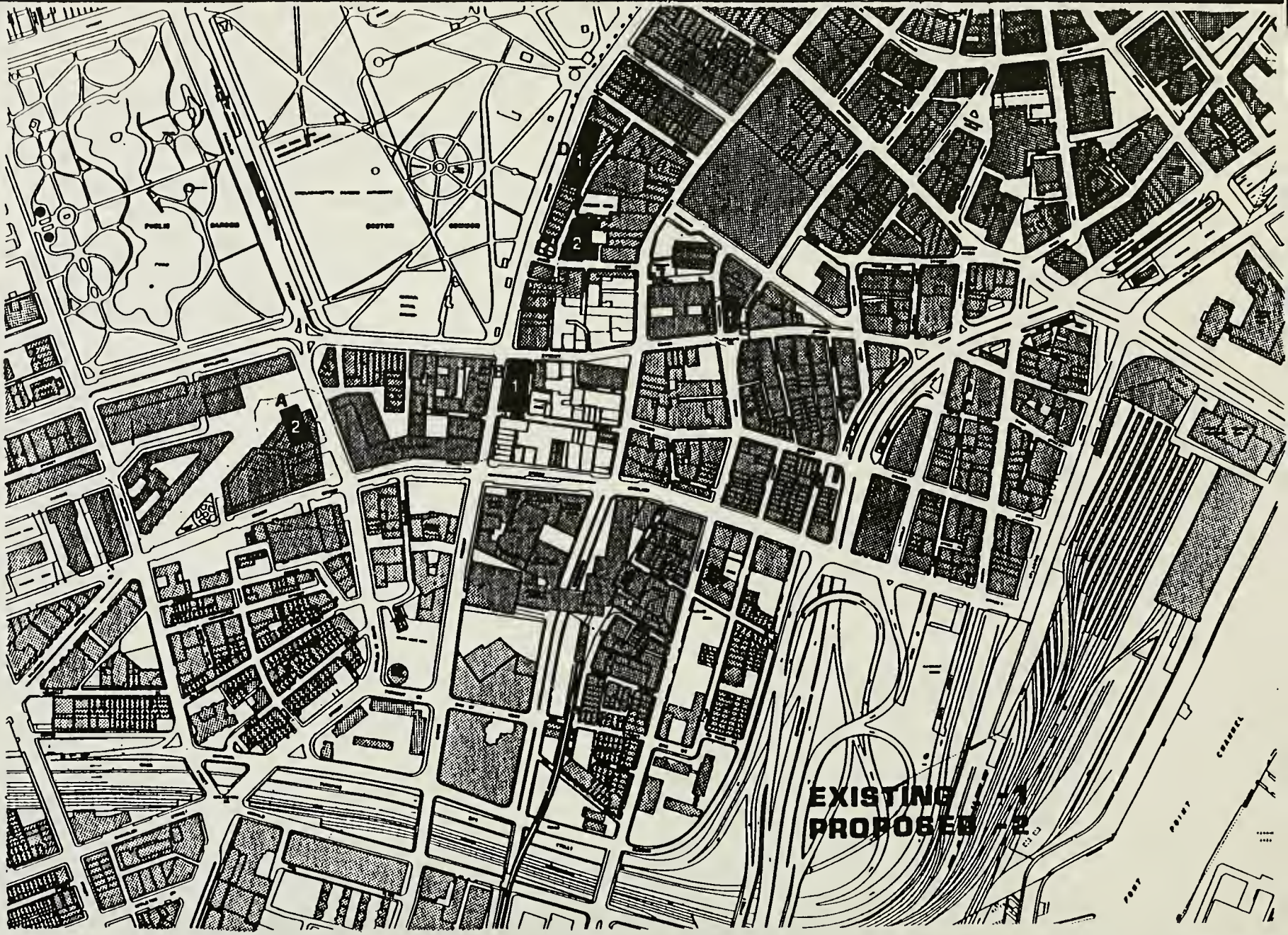
Even if the office vacany rate could be lowered, the area would still contain prediminantly third class office space, first class space being almost the exclusive domain of modern office buildings. Construction will begin shortly on modern offices immediately to the west of the area (the State Transportation Building), and has been completed, but at a much further distance away, to the east (the South Station area offices). Office buildings tend to grow around one another, i.e. Boston's financial district and New York's Wall Street area. Whether to encourage this incipient growth from the State Transportation Building nucleus or the South Station Area nucleus will be dealt with in the next section, entitled "Development Alternatives."

Housing Uses

The Lower Washington Street Area and environs is not generally perceived as a residential district, and indeed it is not. But housing does exist, and successfully.*

Perhaps the most surprising residential building is the former Hotel Touraine at the corner of Tremont and Boylston. This building abuts LaGrange, the most notorious street in the Combat Zone, yet has a high

* The BRA is currently undertaking a study, called "New Neighborhoods Downtown", to explore the feasibility of converting underused or vacant space in downtown buildings to residential use. The study has so far identified nine target areas, two of which overlap or are included in the Lower Washington Street Area.



7 HOUSING

Key to housing Map (#7)

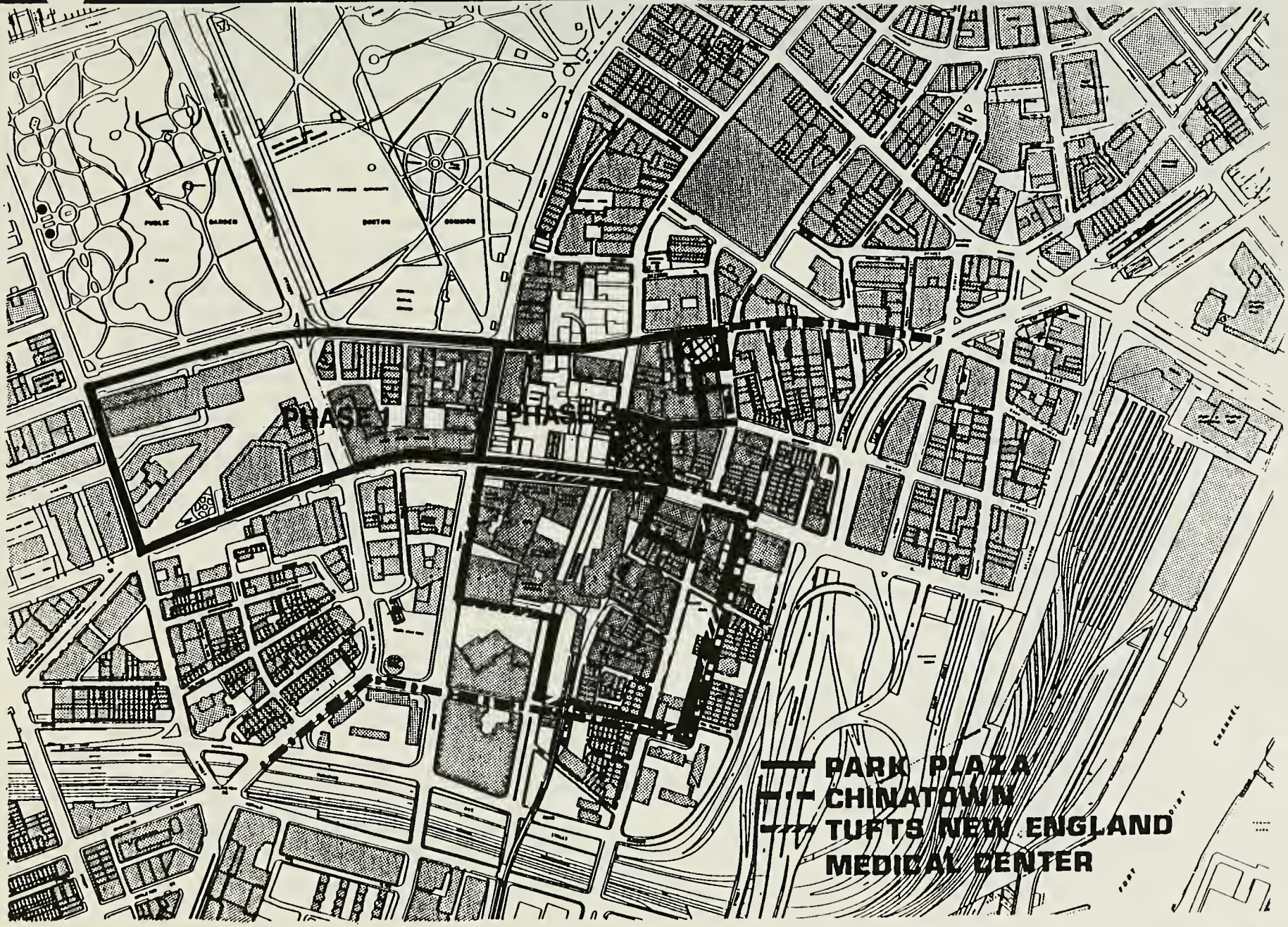
A. Proposed housing development in Park Plaza Urban Renewal Plan, Park Square sub-parcel
B. Townehouse Apartments (formerly the Hotel Touraine)
C. Mason St. Elderly Housing (State Street Development Corporation)
D. Tremont-on-the-Common
E. Chauncy Apartments

occupancy and is filled with residents who, for the most part, are young professionals and downtown workers having no connection with Combat Zone activities. The building was converted in 1970 to 269 studios and one-bedroom units and still includes the elegant lobby of the former hotel.

Two other successful housing developments in the general area - Tremont on the Common with 374 units and Chauncy Apartments with 87 units - both enjoy high occupancy; the former is largely rented by young to middle-aged single professionals working in town and the latter, for the most part, by senior citizens.

The former Herald-Traveler Building on Mason Street is being converted by the State Street Development Corporation to 119 units for the elderly. Finally, a 300 unit luxury apartment tower is planned for the Park Plaza project and submissions are expected by interested developers by June 30, 1978.

These examples of residential development are evidence that housing can and does work in this part of Boston, despite the negative image of the Combat Zone. If the Comabt Zone were no longer considered a threat to new investment, there is every reason to believe that the demand and the potential for successful housing would increase dramatically.


PHASE I
PHASE II
PARK PLAZA
CHINATOWN
TUFTS NEW ENGLAND
MEDICAL CENTER

8. DISTRICTS

Districts

The land uses discussed to this point are generally spread throughout the Lower Washington Street Area. In addition, there are some distinct districts and quasi-legal boundaries that have a bearing on, and must therefore be included in any complete description of the area.

Chinatown abuts the Lower Washington Street Area to the east. Beach Street is now the main spine of commercial Chinatown, which is bounded on the north by Essex Street and to the south by Kneeland Street. Further south, Chinatown is primarily residential. Chinatown is one of the closest knit ethnic communities in Boston, and as a result, most of the property within its borders is in Chinese ownership, which in turn becomes the determining principle for defining the boundaries of Chinatown. In the context of this report, the most interesting Chinatown phenomenon is its gradual expansion westward towards Lower Washington Street.

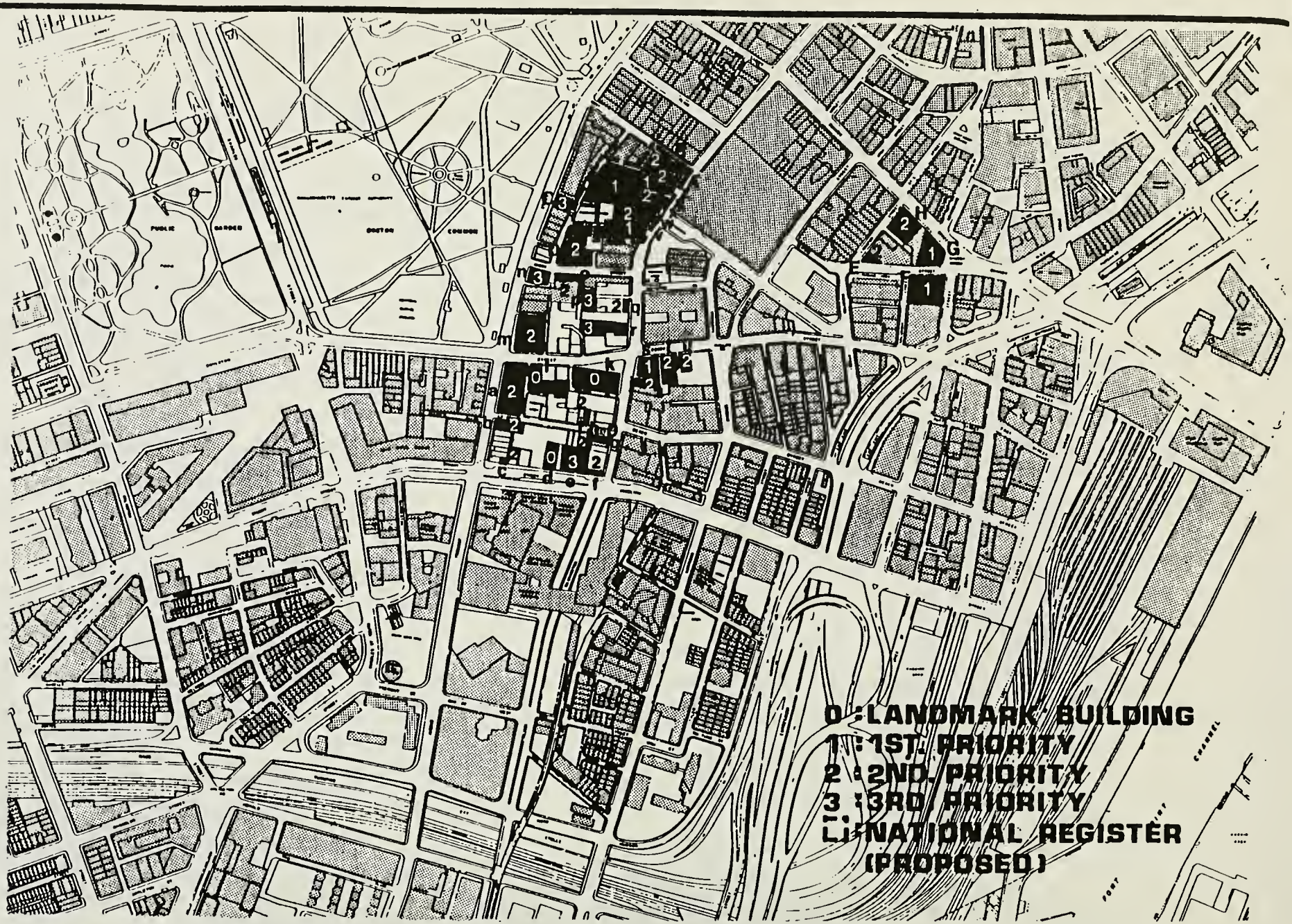
Blocks and buildings recently acquired by Chinese interests are shown in cross-hatching on Map No. 8. The boundaries of Park Plaza, Phase Two, were drawn in 1971, at what was then the common boundary between Chinatown and the Combat Zone. The expansion of Chinatown towards the Combat Zone since that date is apparent from the Map.

Land owned by Tufts-New England Medical Center (TNEMC) and BRA land potentially available to TNEMC is contained within the boundaries shown on Map No. 8. This is a 13 acre area which is covered by a cooperation agreement between TNEMC and the BRA. At present, all of TNEMC's anticipated expansion is planned to occur within this area. There are no known plans for TNEMC to expand or to acquire land north of Stuart/Kneeland Streets. TNEMC's primary interest in the Lower Washington Street Area is in its revitalization and consolidation, in order to upgrade and reinforce the institution's northern edge.

Finally, it must be noted that most of the Lower Washington Street Area is still formally part of the Park Plaza Urban Renewal Plan, legally known as Phase Two. The justification for including the area in the Renewal Plan - the complete demolition of the Combat Zone - has long since disappeared. The area's inclusion in an Urban Renewal Plan, on the one hand, places a responsibility on the BRA to in fact plan the area, and on the other, gives the BRA broader than usual power (eminent domain, design review, etc.) in controlling and stimulating new and rehabilitated development.

Buildings of Historic and Architectural Interest

Today there is a much greater awareness of the resources that a city like Boston has in its existing stock of buildings. In an older district like the Lower Washington Street Area, this resource of existing buildings is particularly signifi-



9. HISTORIC STRUCTURES

Key to Historic Structures Map (#9)

a. Hotel Touraine
b. Union Warren Building
c. Greek Revival Rowhouse
d. Jake Wirth's Restaurant Buildings
e. Dill Building
f. Greek Revival Rowhouse
g. Hayden Building
h. Greek Revival Rowhouse
i. Greek Revival Rowhouse
j. Lafayette Hotel Building
k Boylston Building
l. Boston Young Men's Christian Union (YMCU)
m. Masons Building
n. Evans House Hotel Building
o. Tremont/Astor Theatre
p. Bryant loft building
q. Cast-iron facade building
r. Park/State Theatre
s. The Liberty Tree Block
t. High Victorian Mercantile Block
u. Normandie Hotel Building
v. Paramount Theatre
w. Bijou Theatre
x. Keith Memorial/Savoy Theatre
y. Modern Theatre
z. White Building
A. Neo-classical facade building
B. Renaissance revival facade building
C. Bulfinch Rowhouse
D. Herald-Traveler Building
E. 100 Bedford St. Building
F. The Bedford Building
G. & H. The Church Green Block

cant for two reasons. First, it was the focal point around which theaters and vaudeville houses grew at the turn of the century. Second, ever since Boston started expanding westward towards the Back Bay, the area has been the junction of Boston's main north/south axis (Washington Street) and its east/west axis (Boylston Street).

The buildings in the area have been surveyed by the staff of the BRA's Preservation Department, and those of importance have been classified by merit, as shown on Map No. 9*. Four buildings in the area have recently been designated as Landmark Buildings. They are all located in the block bounded by Tremont, Stuart, Washington and Boylston Street and include Jake Wirth's Restaurant building, the Young Men's Christian Union, the Boylston Building, and the Hayden Building designed by H.H. Richardson. These buildings deserve special consideration by virtue of their Landmark status. Such designations will help to keep the scale and character of the Lower Washington Street Area intact, provide a mechanism to prevent the intrusion of inappropriate new buildings, and act as a stimulus to additional growth and new development in the area.

The remaining buildings of merit in the area have been classified according to three categories of priority for retention.

* It should be noted that the area of the survey in Map No. 9 is limited and no attempt is made to record buildings of merit in South Cove, Park Plaza, Chinatown and the Retail District.

Jacob Wirth
LANDMARK BUILDINGS

YMCU

It can be seen from the accompanying map how rich the area is in noteworthy structures.

The Paramount/Savoy/Modern Theater complex, including the abutting commercial buildings, has been proposed for inclusion in the National Register of Historic Places as a district. This complex is unique in its variety of architectural styles, all of which are included in a cohesive and tightly-knit block.

The survey does not attempt to make a comprehensive statement with respect to all the theaters in the district. Greater emphasis has been placed on the facades as opposed to the interiors. As the analysis of Boston's entertainment district continues, more research will lead to a better understanding of all the theaters, inside and out. Aside from degrees of architectural merit, however, this report considers all of the theaters in the area as an important resource to the City, and every effort must be made to preserve them as the backbone of the entertainment district.

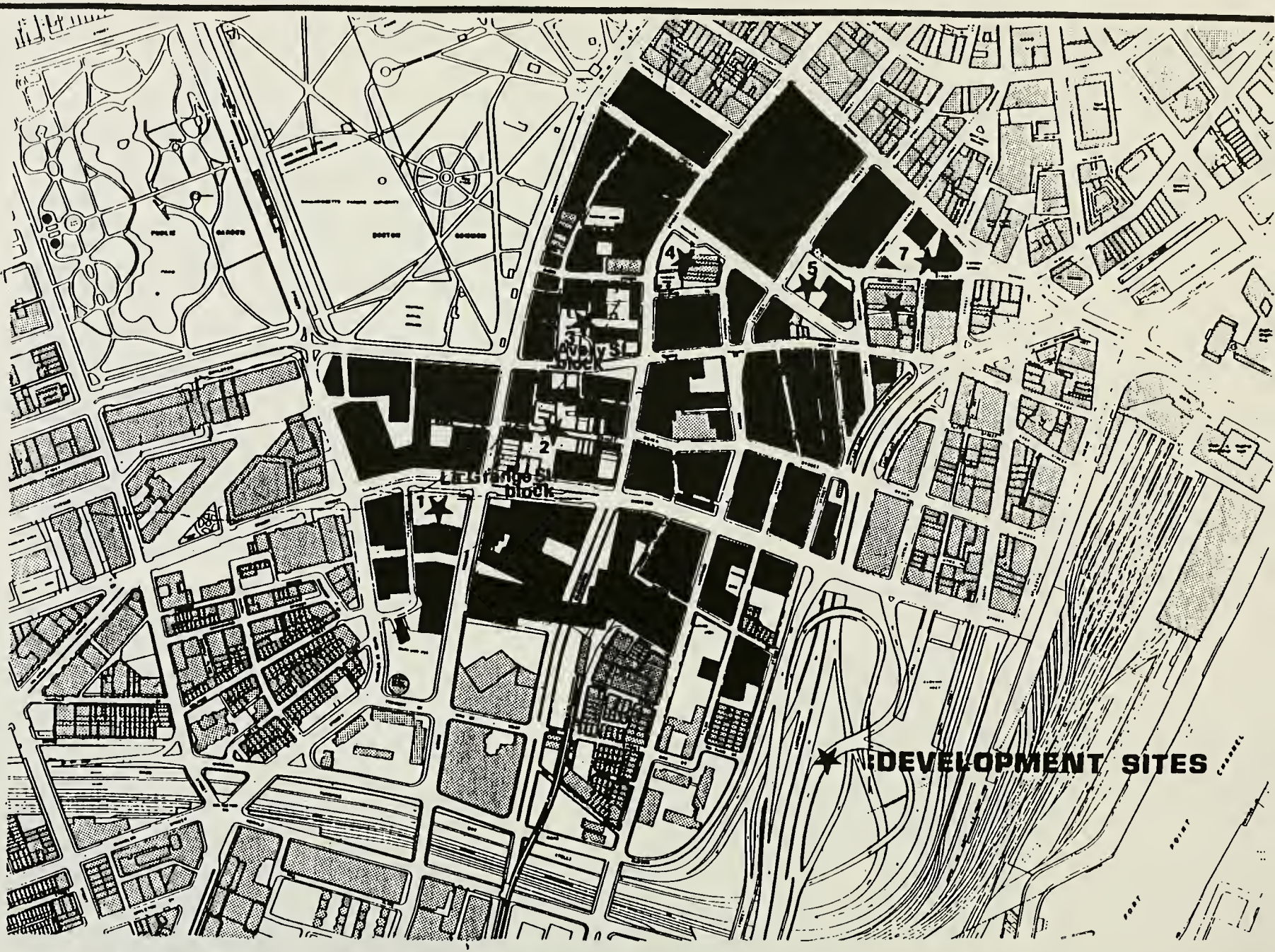
If a serious attempt is made to retain all or most of the buildings shown on Map No. 9, then it becomes obvious that no significant 'free and clear' sites will be available for the traditional, large-scale modern development. No longer is wholesale clearance an option. A complex and sensitive interweaving of old and new becomes the only direction planners and developers can pursue.

Summary of Area Analysis and Description

Weaknesses:
- upper floor office vacancies
- blighting influence of adult entertainment
- Combat Zone image
- under utilized land (surface parking lots) and buildings (vacant)

Strengths:
- housing developments
- theater resources
- concentration of older buildings of considerable merit
- peripheral retail developments

5 · DEVELOPMENT ALTERNATIVES



10. HARD/SOFT MAP

DEVELOPMENT ALTERNATIVES

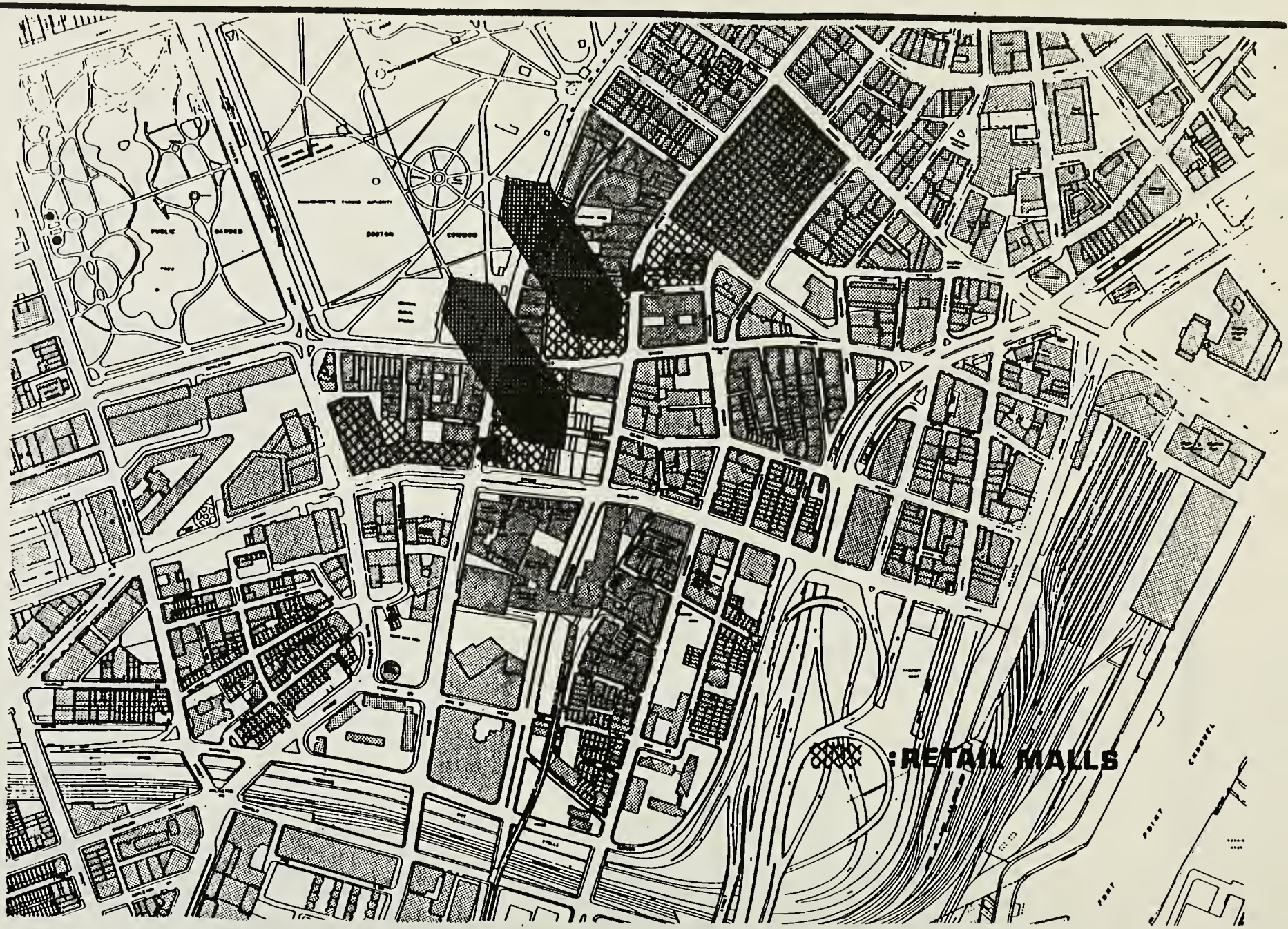
Before exploring development alternatives, perhaps it should be asked-why develop at all? Although the Lower Washington Street Area is already rich in resources, especially structures of architectural merit, theatres and location, the area is in decline, as evidenced by extensive upper floor vacancies. As the area begins to turn around, the enormous development pressure on the periphery and the availability of land (in the form of the many surface parking lots) will lead to development that may not be in either the area's or the City's interests. In exploring development alternatives, the intent is to recognize the inevitability of new development and its potential for reinforcing and enhancing the area.

What parts of the area can be developed? This can be answered by referring to Map No. 10, which is a composite of all the important structures of the area. The map includes the buildings of architectural and historic merit and the theatres already identified, as well as many less interesting buildings, which nevertheless are perfectly sound and useable. The categorization of these latter buildings as 'hard' and thus worthy of retention is necessarily somewhat of a subjective judgement. Included in this judgement, however, is data from the Park Plaza survey of building conditions, a visual inspection of the integrity of the structures and fabric of the buildings, and an evaluation of their use or re-use potential. The 'soft' areas or development sites then become apparent on the map, i.e., all the spaces left over. Two development sites are shown in the Lower Washington Street Area-No. 2 is in the middle of what we shall call the LaGrange Street block and No. 3 is again in the middle of what shall be called the Avery Street block. In both blocks these development sites are now predominately surface parking lots.

The possible development uses that could occur in this area are hotels, institutional, retail, offices, entertainment and housing. Determination of the 'highest and best' use therefore becomes, in part, a matter of elimination.

Hotels

Although a hotel might be a perfectly reasonable use for the area, the likelihood of attracting a hotel developer to this area is extremely remote. Although the market for hotel development is quite strong in Boston at present, there are a number of competing hotel sites in downtown Boston. These sites include the Waterfront, Park Plaza, Lafayette Place, Copley Square air rights, Broad and Milk Streets, and South Station. Given the status of these hotel developments, the present market would be unlikely to support an additional hotel directly abutting or within the Combat Zone.



11. OFFICE ALTERNATIVE

Institutional

The obvious institution that could have an interest in developing the area is TNEMC which will, however, continue to remain by agreement and desire to the south of Stuart/Kneeland Street. Institutional development can only considered in terms of a particular institution, and no institution has or is expected to show an interest in locating in the area. Furthermore, institutions and entertainment do not mix well. Institutional development in the LaGrange and Avery Street blocks could accelerate the decline of entertainment in the area, rather than stimulating its revival.

Retail

As has been shown, the potential retail pressure on the area is strong. Retail development, perhaps with small galleries, is definitely desirable and would be perfectly adequate in both completing the Washington Street/Back Bay link and in injecting more life into the area. Much of this retail activity will be part of a mixed-use air rights development. It is therefore proposed that ground level retail be a part of all development proposals considered henceforth.

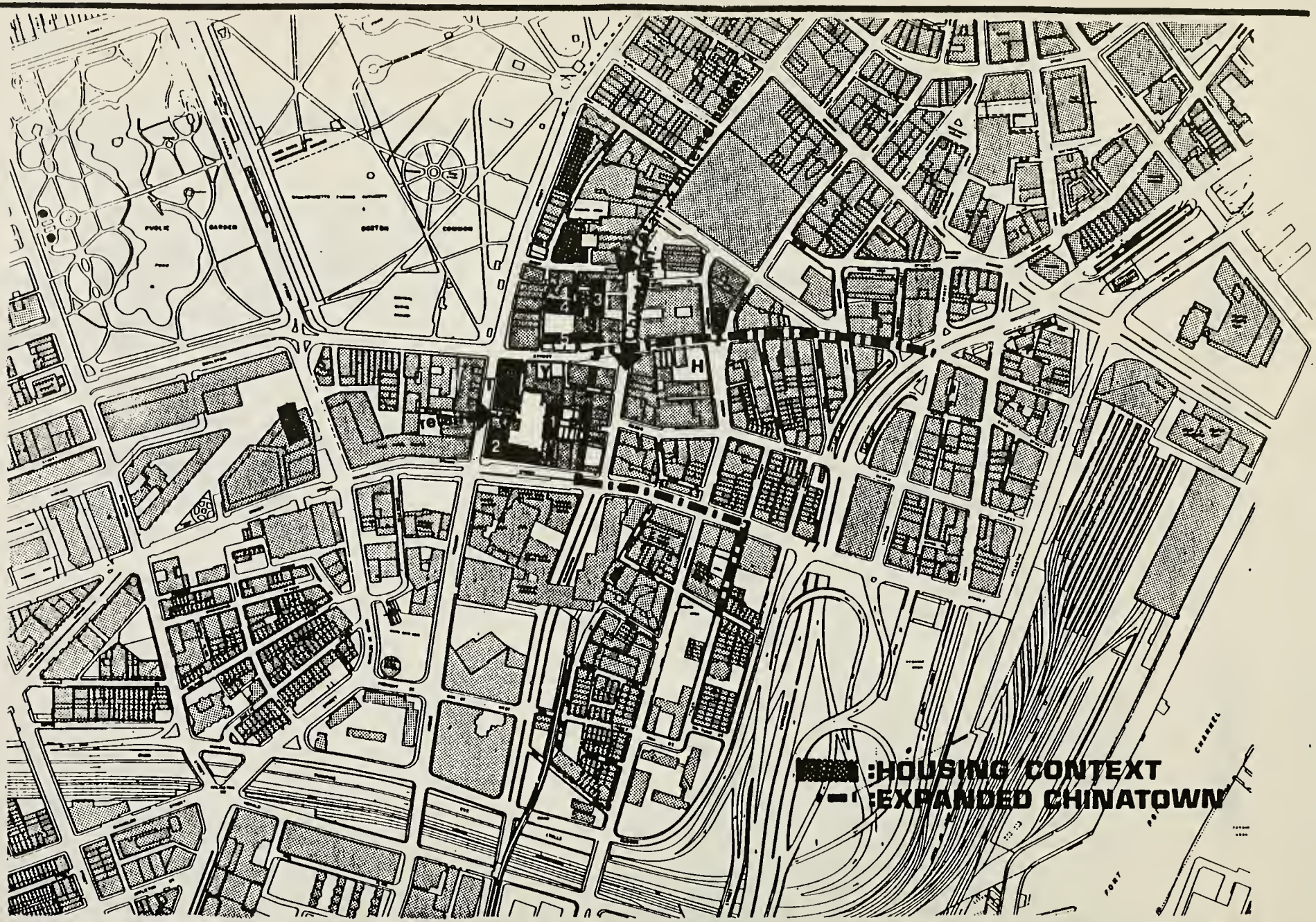
Offices

Major office development was tested in both the LaGrange Street and Avery Street blocks, and are diagrammatically shown in Map No. 11. Because of the problems in acquiring a site of sufficient size for major office construction, and the difficulties with accessibility, shadows, scale and other factors, it is felt that the sites immediately adjacent to the Combat Zone are more appropriate for major new office development.

As indicated on Map No. 18 (in the Appendix Section of this report), sites Nos. 6 and 7 are ideal for major office development. A new office building at this location can be oriented towards Summer Street, thereby becoming integrated into the South Station office district, and at the same time, producing a substantial and positive impact upon the revitalization of the Combat Zone area. Two publicly owned but inefficient parking structures - the Lincoln Street and Kingston Street garages - would be demolished and the lost spaces included in the proposed parking facility on Site No. 5 (Map No. 18). The city-owned land would be part of the site assemblages and can also be used to achieve another important planning goal by providing the opportunity to complete New Essex Street, thus meeting the traffic objectives discussed in the section of the Appendix entitled 'Movement'.

Entertainment

As has been shown, Lower Washington Street is an entertainment area. The goals should be at minimum to save the existing theatres from demolition and, if possible, to re-integrate them into a revitalized entertainment district. Certainly there is no need to develop new theatres which would only increase the competition in a marginal business.



12. HOUSING PROPOSAL

Key to Housing Proposal Map (No. 12)

New Development:

1. 220 units of housing (230 ft. high)
2. 170 units of housing (75 ft. high)
3. 272 units of housing (290 ft. high)
4. 220 units of housing (250 ft. high)
5. 60 units of housing (65 ft. high)

P. Parking structure
Y. YMCU expansion

Existing Development:

T. Hotel Touraine
U. Union Warren Building
J. Jake Wirth's Restaurant Building
A. Avery Hotel
B. Bryant Loft Building
A/T. Astor/Tremont Theatre

Redevelopment should, however, include secondary entertainment such as quality restaurants, discotheques, lounges, etc. to further reinforce the entertainment district.

Housing

Housing, especially the Hotel Touraine, has been identified as a strength of the area. Housing can also be built in discreet building elements - small structures, rehabilitated structures, low-rise, or high-rise. It can be made to fit the context. Housing provides 24 hour activity. Residents will not only provide automatic surveillance for the area, but will provide a market for entertainment activities, and will act as a pressure group to help reduce the intimidating elements in the Adult Entertainment District.

There can be little doubt that housing is a sound and appropriate use for the area, but is it feasible and would people want to pay high rents to live in this part of the City?

New housing has been constructed and sucessfully marketed on the edge of downtown Boston e.g., the Waterfront, but with the exception of Tremont-on-the-Common, no new housing has been constructed in the heart of downtown Boston. Amenities that include the most strategic location in downtown Boston - on the edge of the Boston Common and the entertainment district-should be enough to generate a new market. It is the sort of residential market which Greenwich Village has captured - a place

in the City where both daytime and especially nighttime activity is maximized. This unique location for downtown living should be able to capitalize on some of the envisioned upsurge in demand for housing by young professionals. Again, the Hotel Touraine can be seen as a harbinger of this trend.

The success of this form of housing will depend to a large extent on how the housing environment is designed in this difficult area, and its relationship or non-relationship with the adult entertainment uses which, although dwindling at present, will probably continue to exist in some form.

Fortunately, the LaGrange Street block is so organized to provide solutions to these problems. The three strong uses in the block, the Hotel Touraine, the YMCU and the Union Warren building are so disposed in the block to act as the first building elements of a 'housing court' which would be isolated from the Adult Entertainment Zone proper, and would orient onto Tremont Street and the Boston Common. The rears of all three of these buildings are relatively interesting architecturally (as opposed to the usual backs of 19th century buildings that face onto alleys). This is an advantage which can be exploited in the design of a housing court in the center of the block. Finally, the Hotel Touraine is ideally situated to act as both the architectural and residential anchor to the housing court.

The same principle of discrete housing elements is also applied to the Avery Street block. The greater number of buildings appropriate for retention pose more difficult design problems in this block. The proposal shown in the accompanying maps and drawings retains most of these buildings, but it has yet to be determined whether such a complex integration of old and new buildings is practical. The overall design objective has been to locate two housing towers that enjoy the view of the Boston Common over the Astor/Tremont theatre. Since one of the towers is integrated with the Hotel Avery and the Bryant loft building, the former could be converted into housing and the latter into housing amenity spaces. The housing court is completed by a low-rise structure along Boylston Street which requires the demolition of 39 Boylston Street - an action necessary to relieve the present confining nature of the internal environment of the block.

Feasibility of the proposals is analyzed in the next section of this report. Needless to say, housing is not the most economic use (as compared to offices). Although the housing towers should ideally be low, this particular location requires a high density to absorb the significant land costs. Height is necessary to provide a view as an important feature of high rent apartment marketing. Finally, it should be noted that the schemes shown are only <u>examples</u> of how housing development may occur. Once consensus has been achieved on the policy of housing for this area, many changes and refinement will take place before any design is finalized.

Liberty Tree Building

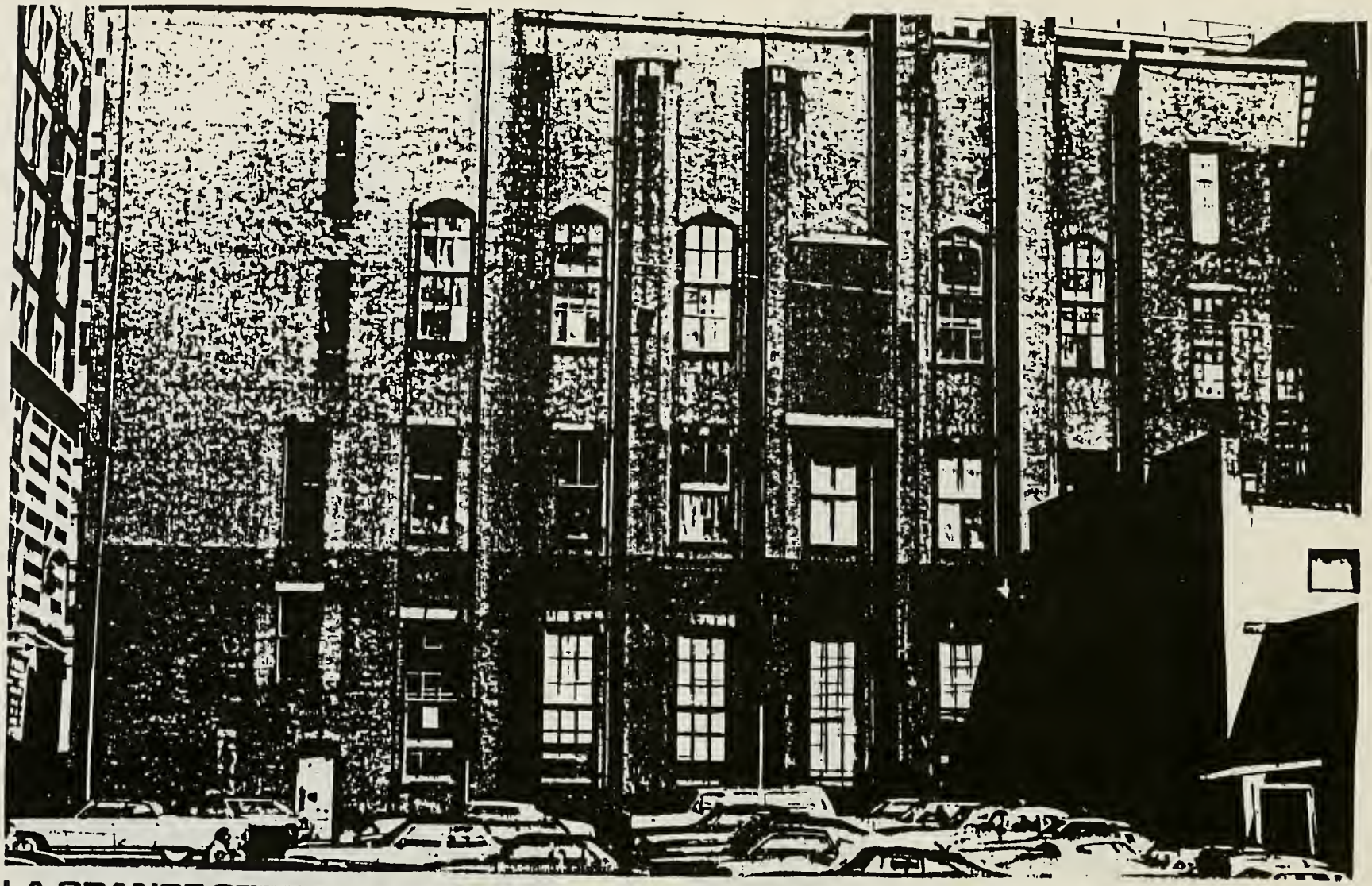
Expansion of Chinatown

The development of alternatives discussed so far have concentrated on development oriented towards Tremont and Boylston Streets. This orientation is intentional, since it is proposed that, at least initially, development can only be successful by turning its back on the Combat Zone (the LaGrange Street block proposal would preclude any connection to Lower Washington Street). It is then proposed that Chinatown be encouraged to expand its boundaries westward to the extent that it absorbs both sides of Lower Washington Street as indicated on Map No. 12. Re-use studies are currently being carried out by consultants hired by Chinese interests for all the buildings on the east side of Lower Washington Street.

By consolidating the area from the west with new housing and commercial uses, and from the east by the expansion of Chinatown, the end result should be an overall strengthening of the area, in which case east-west penetrations such as LaGrange Street can be re-opened.

It is important that the Chinatown expansion, the housing and commercial development and the fluctuations of the Combat Zone can all proceed independently, otherwise the problems of coordinating disparate interests become too complex. For example, at the junction of Avery Street and Washington Streets, it is proposed that pedestrians be given the choice of by-passing the Combat Zone by means of a route, reinforced with retail uses, through the housing development areas. If the Combat Zone area does indeed become more oriented to Chinese uses, then the same pedestrian has the choice of either a short-cut to Park Plaza, etc., or a direct route to Chinatown-dominated Lower Washington Street. This route would then serve as a major entry to Chinatown from Upper Washington Street (at present, most visitors find their way to Chinatown through a maze of back streets east of Washington Street).

Finally, the development of new housing and new commercial uses, coupled with the expansion of Chinatown, should encourage the conversion of many of the existing loft type buildings to housing. The Landmark Boylston building is a prime example of a building with empty upper floors that is waiting for regeneration of the area to begin, in order to be converted and put on the market for housing.

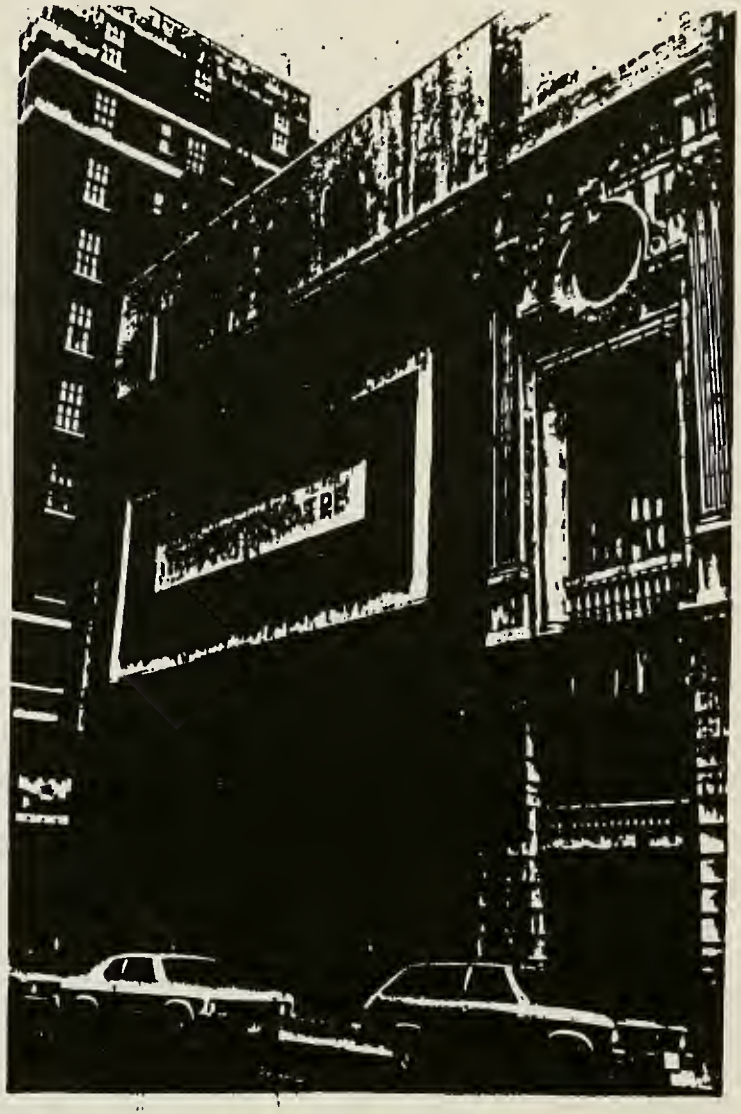


LA GRANGE STREET PARKING LOTS (rear of YMCU & Hotel Touraine

Hotel Touraine
TREMONT STREET BUILDINGS

Union Warren

Internal Parking
AVERY STREET BLOCK



Tremont/Astor Theatre & Hotel Avery

6 · IMPLEMENTATION

13

LAND COSTS

IMPLEMENTATION

However desirable housing uses may be in the Lower Washington Street Area, it must be shown that the proposal makes economic, marketing and practical sense if it is to be seriously promoted as public policy. This section will explore first the economic and phasing constraints within which housing must be built, and will then suggest some of the tools available to the City that may be useful in promoting the proposal. It must be emphasized again that the particular housing scheme proposed is only an example - there may be many other designs which could equally well satisfy the objectives proposed for the area - but it does show what is possible and does represent a specific proposal which can be tested.

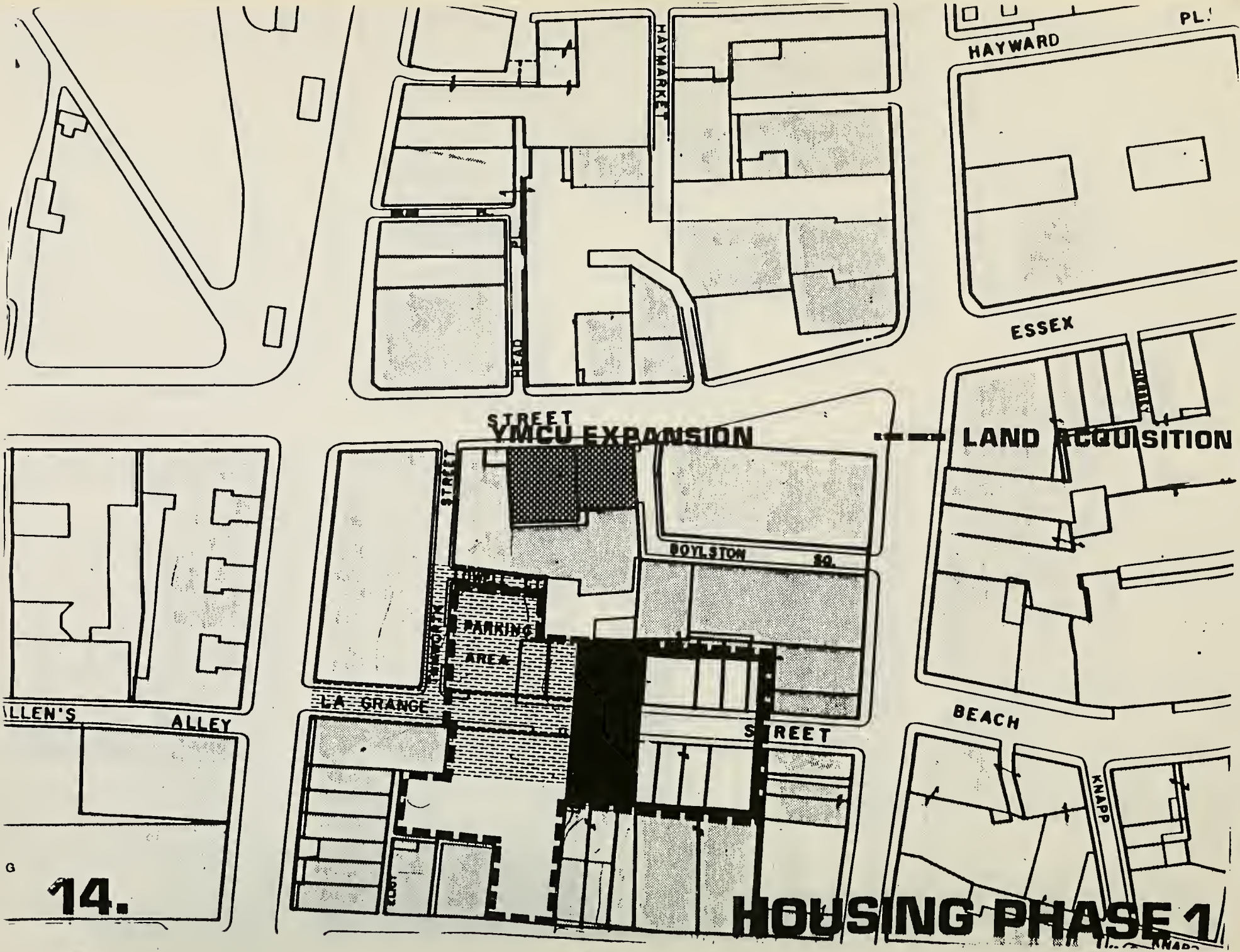
Economic feasibility and phasing

Economic feasibility is a function of the relationship between building costs, rent levels, the market (occupancy factors) and land costs. The housing market is discussed in greater detail in the appendix of this report. Assuming the market is available at a particular rent level, then building costs and rents are constants at any one time in all new housing construction. The almost inevitable gap between income and debt service, management charges, taxes, etc. can often be mitigated by various subsidy and mortgage insurance programs. The major variable in evaluating economic feasibility then becomes the cost of the land.

Map No. 13 shows the appraised land and building costs of selected parcels in the area. These appraisals were carried out by members of the BRA Real Property Department; they are not formal appraisals but represent the best estimates guided by recent sales in the area and experience. It can be seen that per square foot costs vary considerably from $18/sq. ft. for a surface parking lot in the LaGrange Street block to $142/sq. ft. for the Avery Hotel.

Housing development in this Lower Washington Street area must be phased. In general, no more than 200 to 300 units should be put onto the market at any one time. The first phase is critical because it pioneers a new development area. Only if this phase is successful will developers pursue the next phase. Similarly, each subsequent phase depends on the success of the previous phase.

The first suggested phase is shown on Map No. 14. The proposed housing tower of 220 units and 230 ft. height capitalizes on the environment of the Hotel Touraine and the YMCU, physically cuts off the Combat Zone and exploits the availability of the open land in the middle of the block. The land assembly necessary is estimated at $740,000, which translates into a land assembly cost of $3,363 per housing unit - well within the realms of feasibilty. In general, land assembly costs of between $3,000 and $5,000 per unit can be assumed as possible, although $5,000 would presuppose the highest rents and thus the most marketable of locations.


HAYMARKET
HAYWARD
PL.
ESSEX
ALLEY
STREET
YMCU EXPANSION
LAND ACQUISITION
STREET
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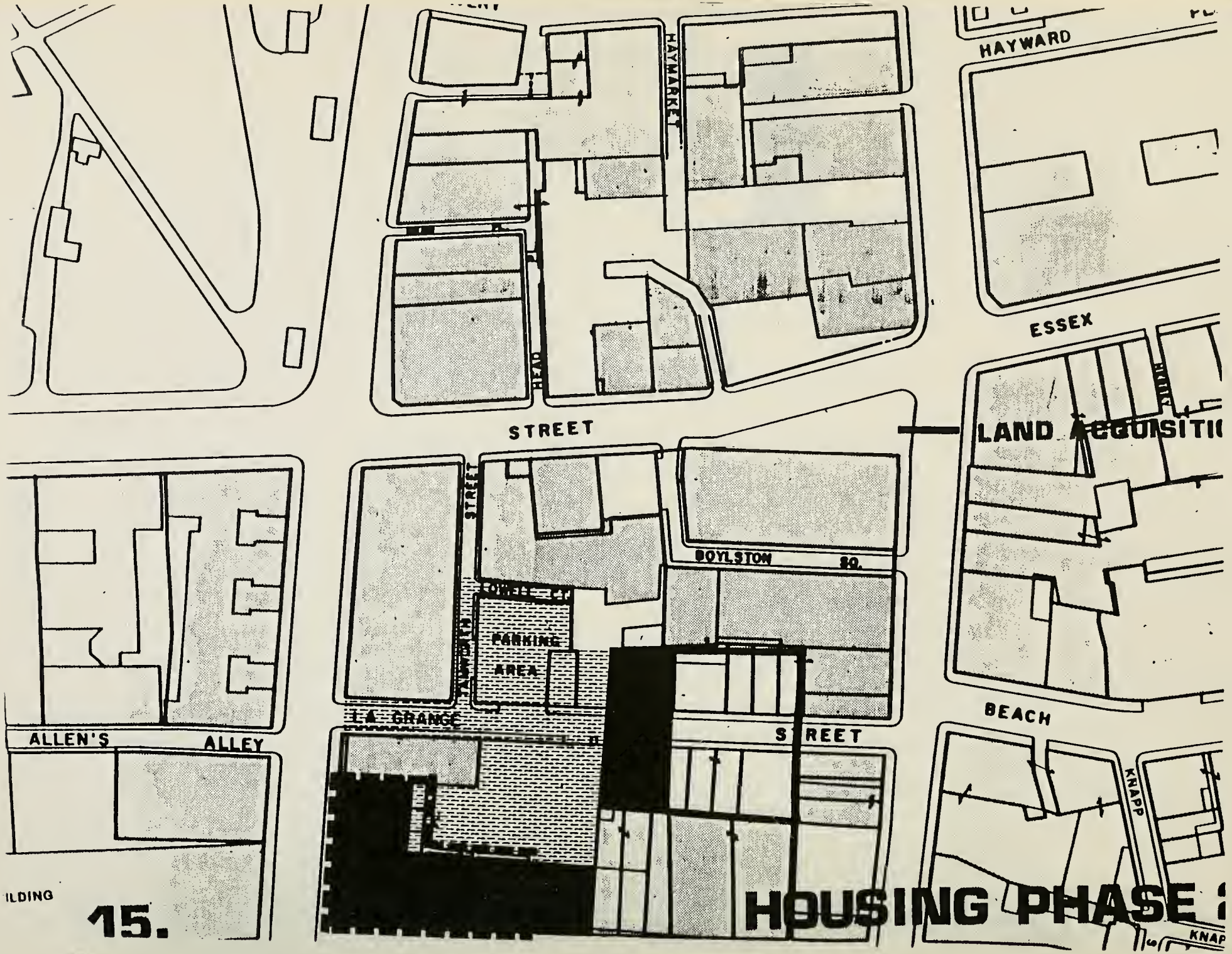
PARKING
AREA
LA GRANGE
STREET
ALLEN'S
ALLEY
BEACH
KNAPP
14.
HOUSING PHASE 1


HAYWARD
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BEACH
ALLEN'S ALLEY
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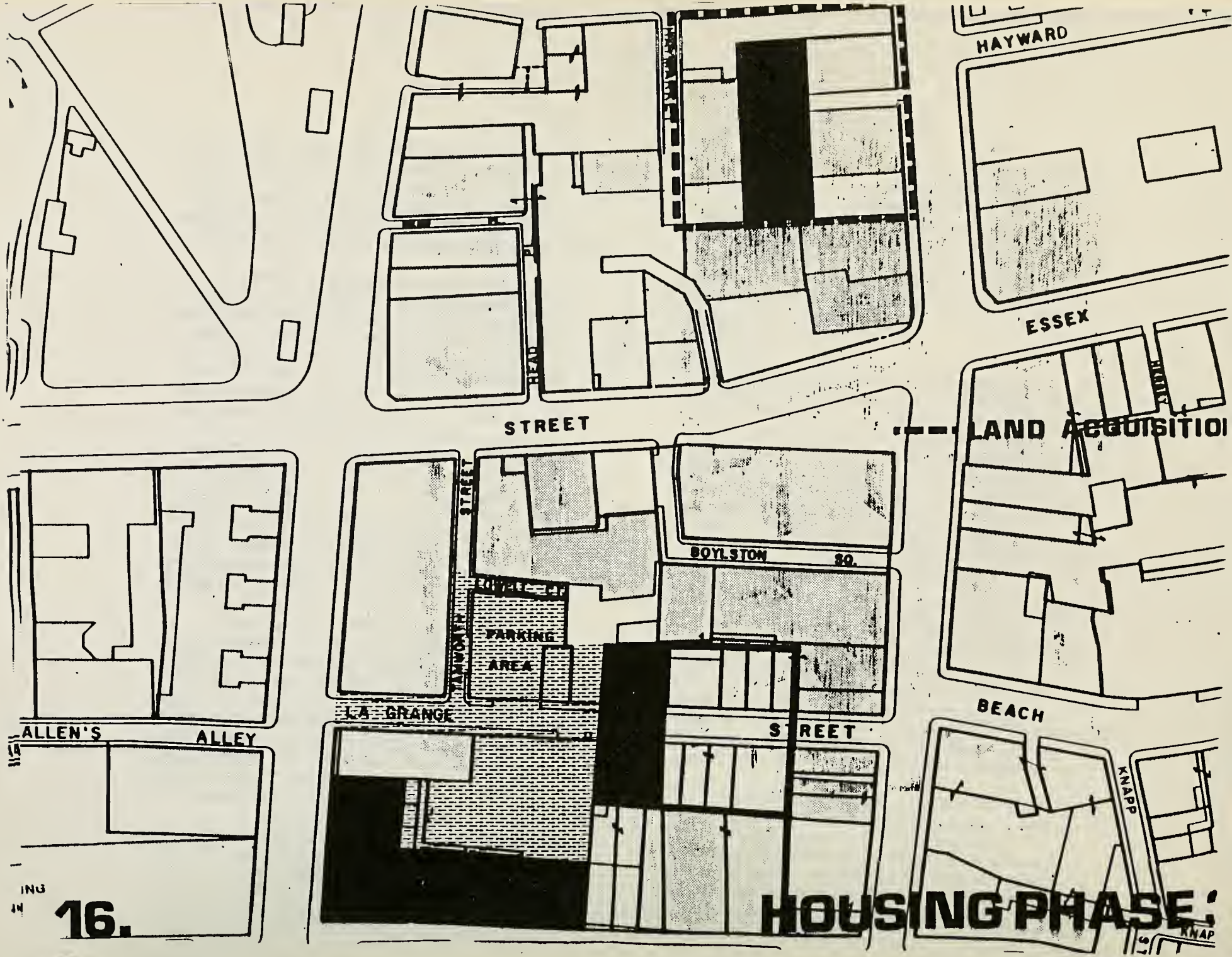
15.
HOUSING PHASE


HAYWARD
ESSEX
STREET
LAND ACQUISITION
BOYLSTON SQ.
PARKING AREA
LA GRANGE
STREET
BEACH
ALLEN'S ALLEY
KNAPP
HOUSING PHASE

16.

It is safer to assume an absorption factor of around $3,000 per unit in the innovative location of the Lower Washington Street Area. MHFA, for example, looks for an absorption factor of around $3,000 per unit when evaluating proposals for financing.

A parking garage is proposed at the rear of the housing tower to accommodate both the parking needs of the apartment residents and to at least replace the loss of parking from the open parking lots on which the new development would be built. The feasibility of the parking garage has not been evaluated, but it is assumed that it could be self-sustaining, given the generally low land costs in this particular area of around $16/sq. ft. Finally, the rearmost portion of the YMCU, which is primarily locker rooms, would have to be acquired. It is proposed that the YMCU replace and expand its facilities on the available parcels abutting the YMCU on Boylston Street.

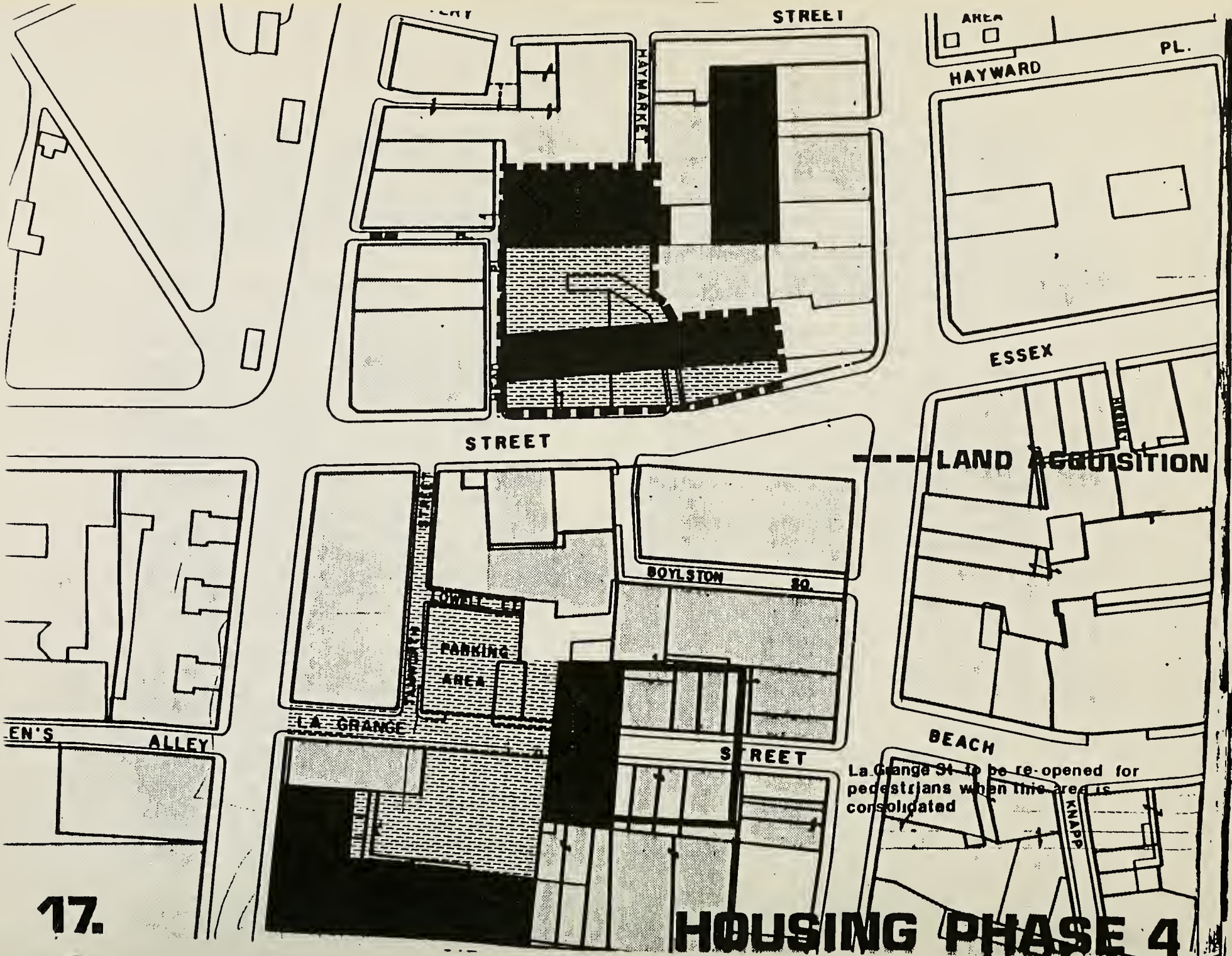
In phase two (Map No. 15) 170 units are proposed in a 6 story low-rise element which would complete the housing court. The land costs of $550,000 translates into an absorption factor of $3,235 per unit. Also 25,000 sq. ft. of retail is proposed which could absorb a further $200,000 worth of land. This may be necessary, as none of the land costs include demolition and possible relocation costs.

The housing tower in phase three (Map No. 16) includes 272 units and is 290 ft. high. As the first phase in this block, it would extend development and build from the strength of Lafayette Place immediately to the north. It is assumed the Bryant Loft building and at least parts of the two buildings between the tower and Washington Street, together with the Avery Hotel, are included in the development. Without the Avery Hotel, the land cost is $900,000, or an absorption factor of $3,272 per unit.

Phase four, which completes the housing development and is shown on Map No. 17 includes a housing tower of 250 ft. height and 220 units, and a low-rise element of 60 units. The land assembly costs are $1,225,000 and the absorption factor is $4,375 per unit - the highest of all four phases. By phase 4, however, the success of housing will have been demonstrated and there should be greater flexibility in land absorption costs.

Phases three and four include 45,000 sq. ft. of retail which further absorbs $360,000 worth of land to offset demolition, relocation and the high phase 4 land costs. Also it should be noted that the towers exploit the view to the Boston Common over the low roof of the Tremont/Astor Theatre, a necessary design factor to assist in the marketing of the development.

This brief analysis shows that the housing/retail developments proposed are theoretically feasible. The practical business of putting up housing is much more difficult, especially in this location. For example, private land assemblage and speculation can push up asking prices, and



17.

HOUSING PHASE 4

there are construction premiums to be paid for building in this very tight knit physical environment. It is only realistic to expect at least some form of City cooperation and sponsorship if developers are to be attracted to housing construction in this area.

Available Implementation Tools

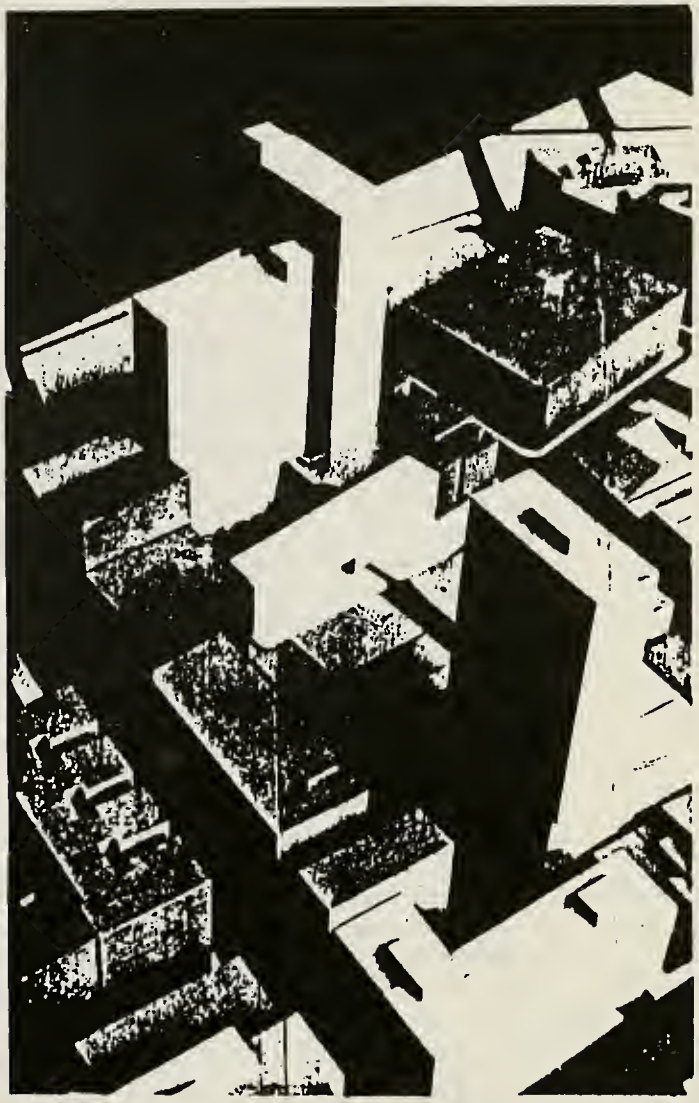
The City can help both new development and rehabilitation in a number of ways: by land assemblage (Urban Renewal, Chapter 121B), tax incentives (limited dividend corporation, Chapter 121A), zoning variances (Planned Development Area) and public improvements, which in extreme cases can become an integral part of the development if the public interest is served. In addition, assistance can be provided by the City in securing rehabilitation loans for small businesses from the Small Business Administration, tax incentives, and assistance from the Boston Redevelopment Authority to owners in preparing rehabilitation plans and cost estimates.

The LaGrange Street block is part of the Park Plaza Stage 2 Urban Renewal Plan. Before Stage 2 can be implemented a plan has to be submitted to the State with a formal Environment Impact Statement for the State's approval - similar to the procedure completed for Stage 1. On approval, the BRA could then exercise eminent domain powers for land assemblage. Developer's kits could be prepared and proposals solicited from developer/architect teams.

The other major incentive the City could offer is public improvements (121A and zoning variances would be a part of a development package in this area, almost as a matter of course). Public plazas and parking facilities could be built by the City and such construction can have the side effect of reducing the amount of land that a developer has to absorb.

Eminent domain powers and public improvements incentives should only be employed if entirely private development is clearly infeasible, which has yet to be determined. The next step will be to explore the suggested development proposals with development interests. If it proves impossible to stimulate private developer interest then the BRA could make a determination whether eminent domain should be initiated and whether a program of capital public improvements should be planned and funded.

7 · SUMMARY OF THE PROPOSED DEVELOPMENT PROGRAM



From South

From East

PROPOSED DEVELOPMENT

A SUMMARY OF THE PROPOSED DEVELOPMENT PROGRAM

Because of increased development pressure on the Lower Washington Street Area, the BRA is proposing a development program that takes advantage of and reinforces the area's many positive attributes.

The Lower Washington Street Area's most important asset is it's prime location in the heart of the downtown. It is immediately accessible to retail stores, theaters, movie houses, the Common, public transportation, Tufts-New England Medical Center, the financial district and the restaurants, shops and celebrations in Chinatown. After studying several alternative land uses for new development in the area, a complex, multi-layered development program is proposed with two major components: the construction of new housing, and the expansion of Chinatown.

New Housing

New, medium to high housing with lower floor commercial activity will be located on predominately vacant land in the middle of the LaGrange and Avery Street blocks. New housing and retail in these two blocks will:

- serve as the major catalyst for other new and rehabilitated development in the area;
- function as the crucial link that joins Lafayette Place and the Washington Street retail district together with Park Plaza and the Back Bay;
- by virture of its scale, relatively small building components, and design flexibility, knit together the area's many historically and architecturally important buildings; and
- by providing 24-hour market for the soon-to-be refurbished movie houses on Washington Street and the variety of nighttime activities in the Theatre District, will tie them all together into a single, extended entertainment area.

The Expansion of Chinatown

In addition to the construction of new housing, the development program also encourages the expansion of Chinatown in a westerly direction to include both sides of Lower Washington Street. The extension of the Chinese community's boundaries:

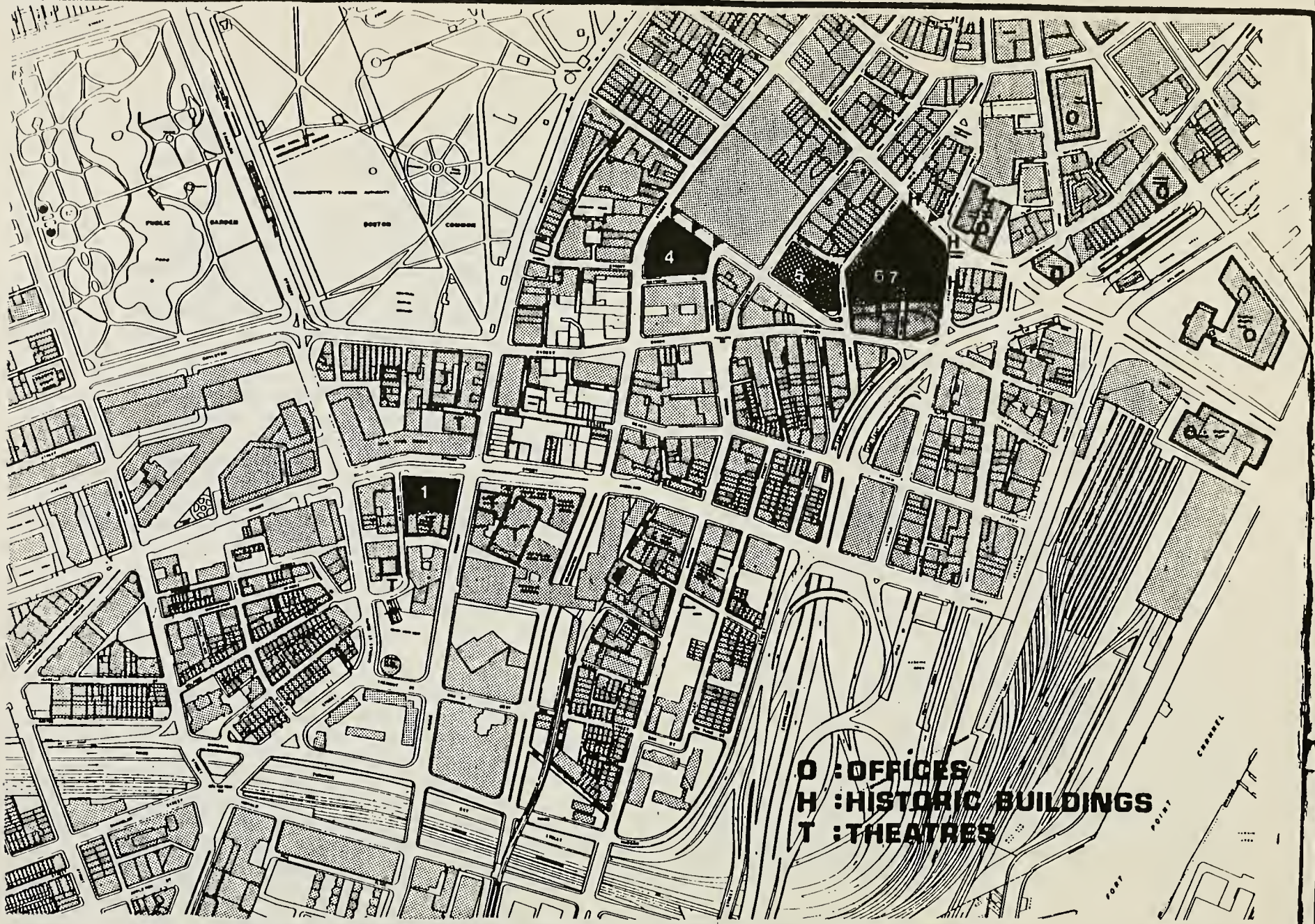
- provides additional residential, manufacturing and commercial space to meet the needs of its growing population;

- integrates Chinatown visibly and directly into the downtown area, providing an expanded market for Chinese restaurant and retail businesses;

- creates an atmosphere and environment, in conjunction with the new housing, retail and theaters activities that reinforces the dense and spirited character of the area.

The combination of new housing and retail development and the expansion of Chinatown not only takes advantage of a wide range of urban activities, but integrates them into what can become the livliest and most intense neighborhood in Boston.

APPENDIX



18. PERIPHERAL DEVELOPMENT

APPENDIX

PERIPHERAL DEVELOPMENT

Map No. 10 (Hard/Soft Map) identifies five development sites which are peripheral to, but could have an impact on, the Lower Washington Street Area. Map No. 18 shows new development on these sites which would be compatible with the overall planning goals for this part of the City.

Site No. 1 is Parcel C-4,-5, and -6 in the South Cove Urban Renewal Area, and is currently a surface parking lot. Located in the heart of the Theatre District, its development is essential both to eliminate an eyesore and to generate more theater related uses. Consultants have been hired by the BRA to recommend proposals for this site. General development guidelines require that the ground floor use of any development proposal for the site be devoted to theater-related uses, such as quality restaurants, which would be complemented by the public improvements surrounding the parcel. Site No. 4 would be a natural extension of the Lafayette Place shopping complex. This would require the demolition of the Hayward Place mechanical parking garage, and the parking spaces lost could be replaced in a new, more efficient structure on Site No. 5, owned by Boston Edison. The new sub-station constructed on the Boston Edison property was in fact designed to support an air-rights parking structure. The Lafayette Place expansion down Washington Street and a parking structure on the Boston Edison property are goals endorsed by the developers of Lafayette Place, would consolidate development to the Avery Street Block, and would rationalize parking in the area. As previously mentioned in the Development Alternatives section, Sites 6 and 7 are excellent for a major office development.

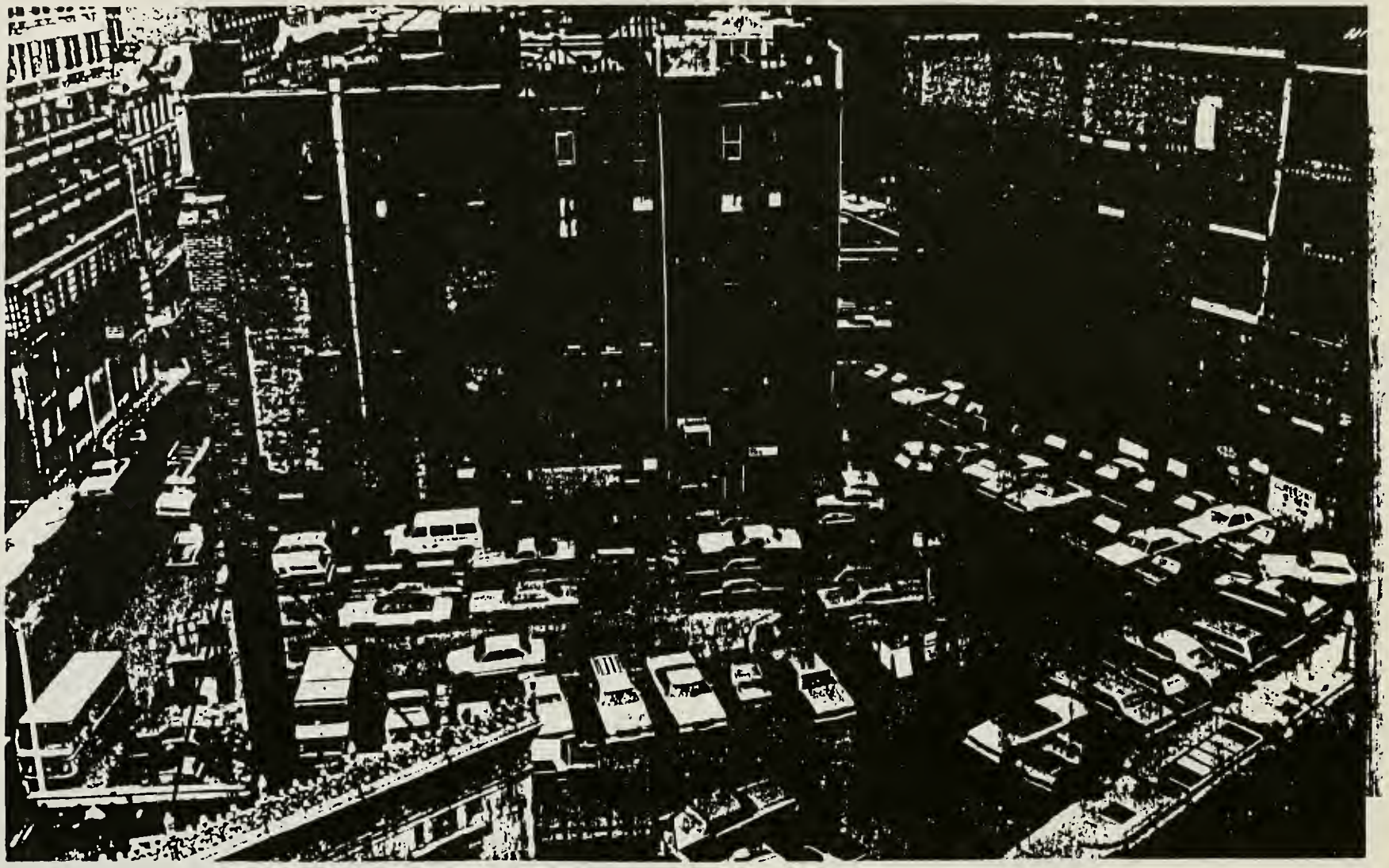
MOVEMENT

Pedestrian Environment

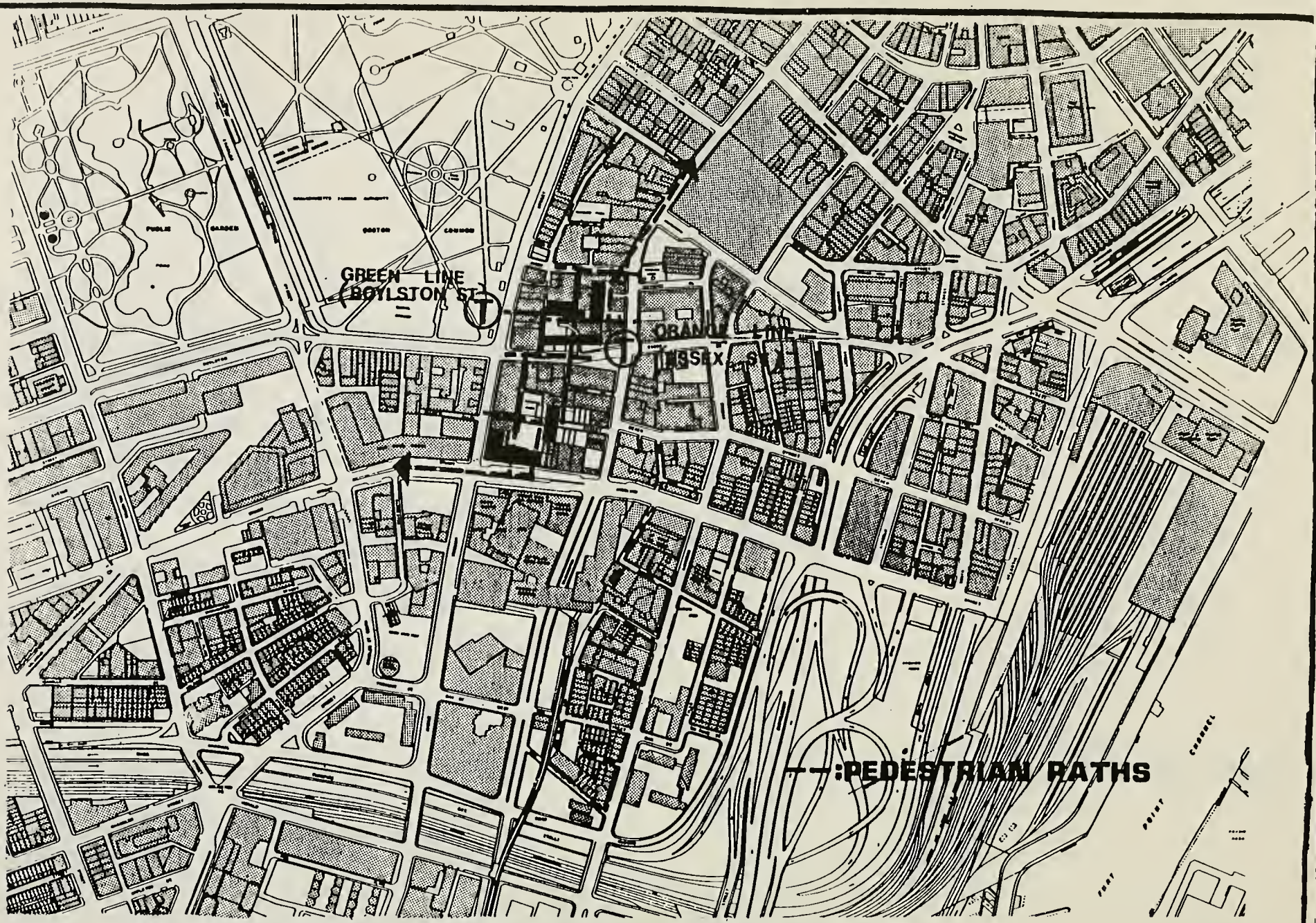
The Lower Washington Street area is one of the areas best served by the subway system, again due to its straegic location in the City. Both the Green Line and the Orange Line have stops within a hundred yards of each other and between the LaGrange and Avery Street blocks. Also the pedestrians walking between Back Bay/Park Plaza and the Washington Street retail area must traverse these blocks if they wish to take the shortest route. The T stops and the route connections generate very heavy pedestrian movement in the area.

Map No. 19 shows how the proposed development could provide alternative and, in some cases, more direct connections for the pedestrian through the two blocks. The intent would be to provide a series of courts and arcades within the blocks, fronted by retail and entertainment uses. It is not proposed to create major retail malls but rather modern equivalents to Boston's traditional alley's and spaces such as Spring Lane.

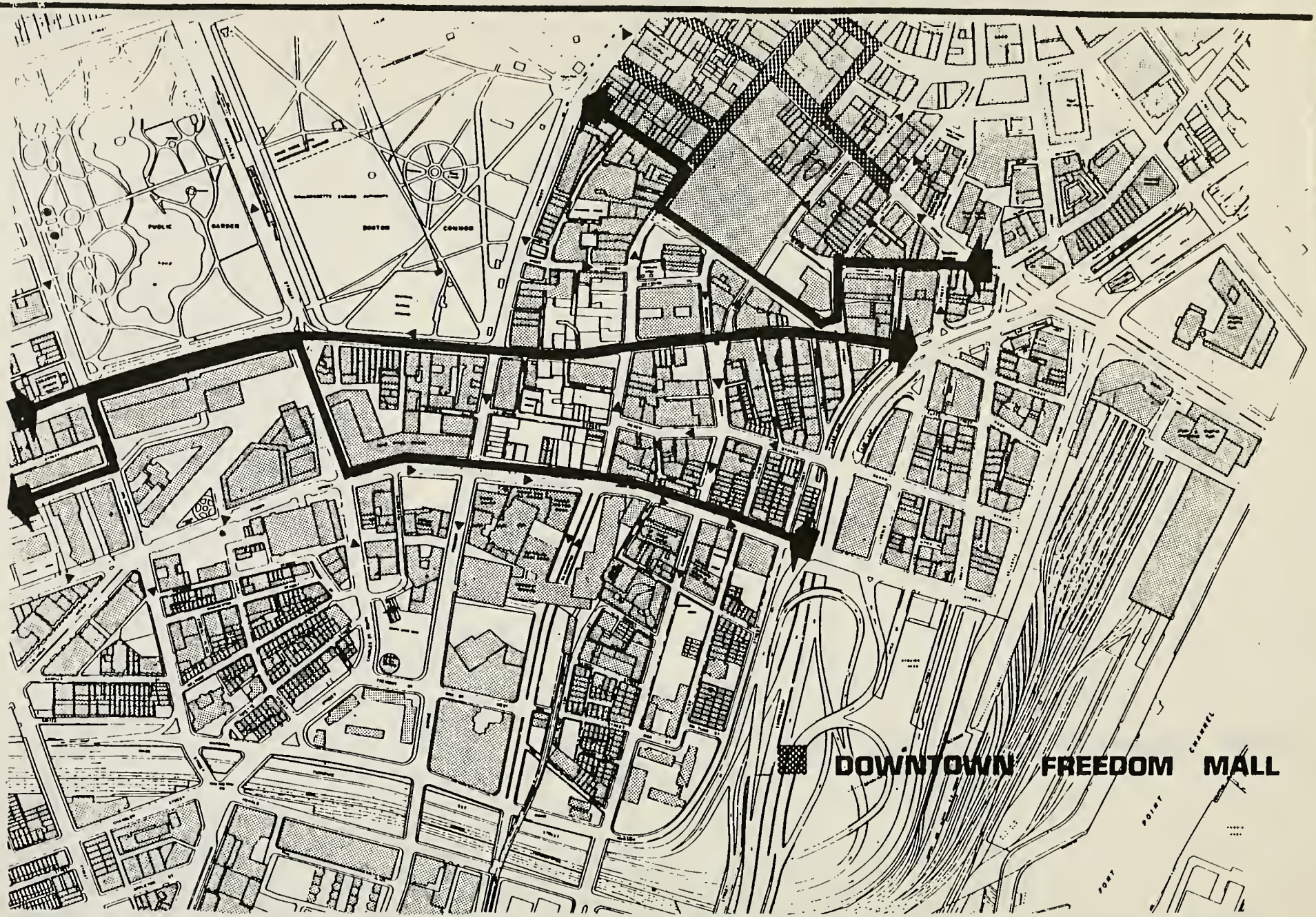
Church Green Building



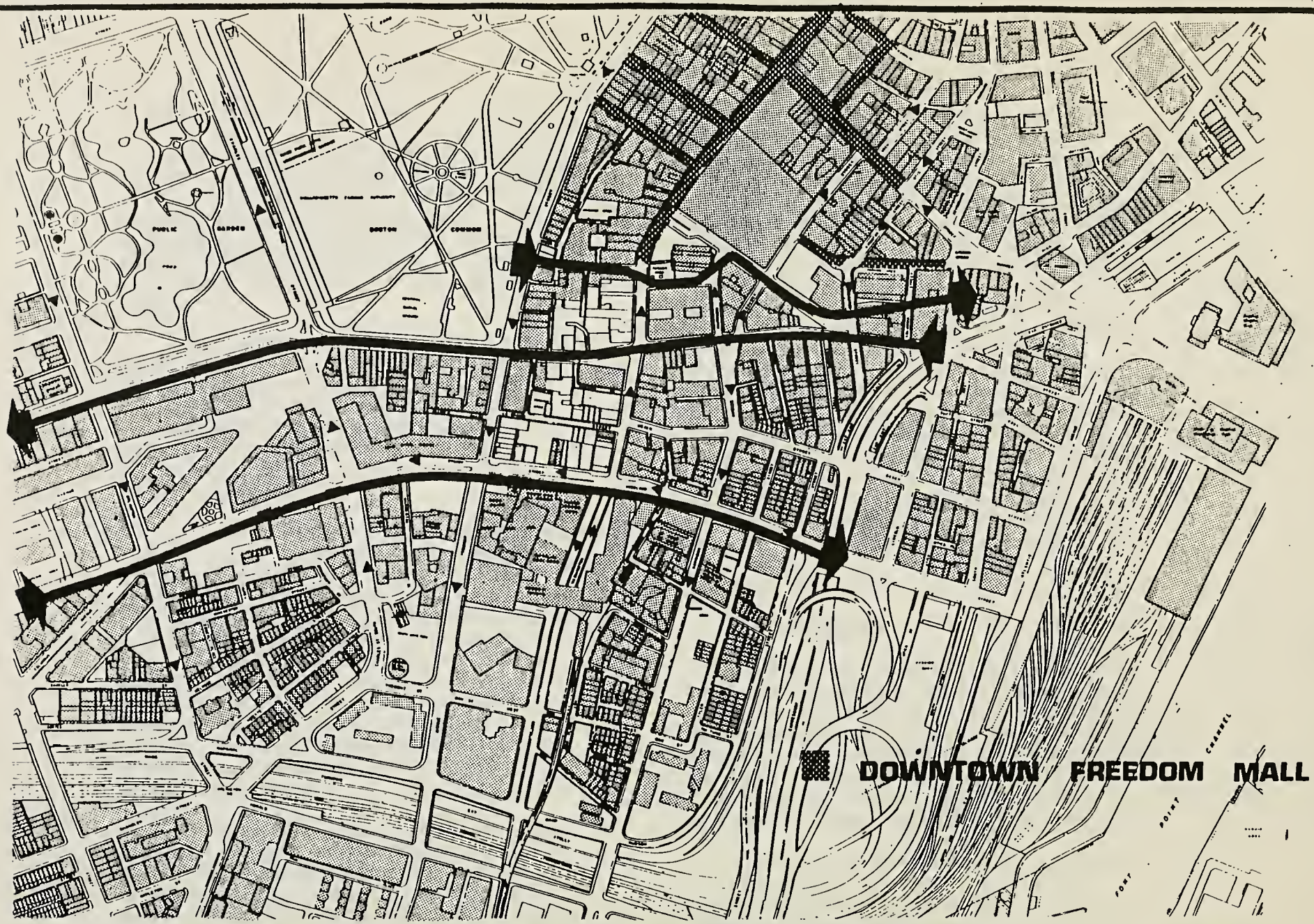
CHURCH GREEN PARKING (between Summer & Bedford Streets)



19. PEDESTRIAN MOVEMENT



20. TRAFFIC—PRESENT PLANS



21. TRAFFIC ALTERNATIVE PLAN

Traffic

Housing uses, especially downtown, do not generate significant amounts of vehicular traffic. Also no major new commercial parking facilities are proposed and so it is assumed that the traffic load on the streets adjoining and through the Lower Washington Street Area will not be adversely increased.

When peripheral developments are taken into account, however, especially in the Church Green Area and when it is considered that revitalization of the entertainment and Chinatown will inevitably increase visitors to this part of the City, longer range traffic planning must be considered.

Map No. 20 shows the presently planned traffic system from South Station to Arlington Street. The primary traffic constrictions are in the east/west flow. The implementation of the Downtown Freedom Mall (auto-restricted zone) and Lafayette Place will push this flow onto the already overloaded Essex and Stuart/Kneeland Streets. Also the creation of an auto-free zone in Park Plaza will require an awkward movement for westbound traffic around Charles/Boylston/Arlington Streets to St. James Street.

The development of the Church Green Area will provide an opportunity for dramatically rationalizing this east/west movement and is shown on Map No. 21. Boylston/Essex could be reversed providing a straight shot movement west from South Station to Back Bay and the eastbound movement would continue to be accomodated by Stuart/Kneeland Streets. The reversal of Essex Street would be made possible by the construction of a new westbound route from South Station to Tremont Street through the Church Green Area and this street could be built as part of the general development plan for the area. Positive side effects would be the extension of the Downtown Freedom Mall and the closing of Bedford Street. Before this scheme is proved entirely feasible, further study is necessary to evaluate the impact of reversing Boylston Street at the western end of Back Bay. It is suggested that transportation planning work continue to explore the Boylston/Essex reversal, especially as development for the Church Green Area comes closer to a reality.

HOUSING DEMAND

The Private Market

The market for downtown living space has been growing for the last decade, due to the increased numbers of single, childless professionals who prefer an urban environment and immediate proximity to jobs and essential services. These urban professionals place a premium on location, low maintenance, and unusual, well-designed living quarters.

Tremont-on-the-Common anticipated by some years this downtown living trend, which has been gaining momentum ever since. Harbor Towers and the residential conversions of the wharf structures along

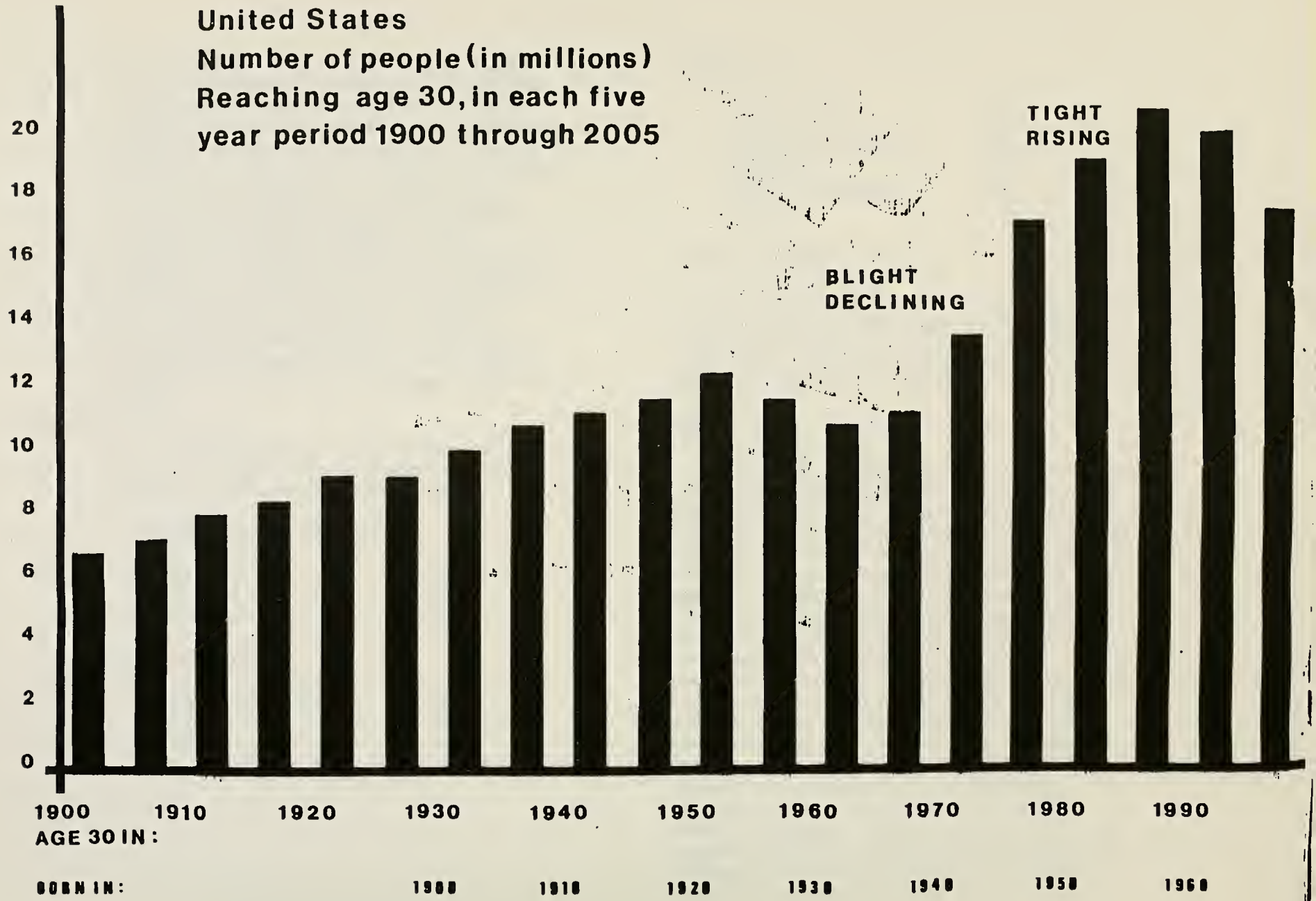

United States
Number of people (in millions)
Reaching age 30, in each five
year period 1900 through 2005
20
18
16
14
12
10
8
6
4
2
0
TIGHT
RISING
BLIGHT
DECLINING
1900
1910
1920
1930
1940
1950
1960
1970
1980
1990
AGE 30 IN:
BORN IN:
1900
1910
1920
1930
1940
1950
1960

CHART A

the Waterfront illustrate this continually expanding market. There is every reason to believe that the market for additional downtown living space for urban professionals - primarily between 25 and 40 years old and earning from $15,000 to $30,000 per year - is strong and growing. This age and income group is now a significant portion of Boston's total population, and is expected to increase with the children of the post-war baby boom and from Boston's continued economic expansion (see Chart A). The location should also appeal to corporations wishing to have accessible, continually available quarters for visiting clients or personnel on extended stays in Boston.

The following is a breakdown by age, family structure and occupation of the tenants in Tremont-on-the-Common:

Age breakdown of residents:

Ages 25-45	44%
Ages 45-65	38%
Over 65	10%

Family structure:

Single-living alone	75%
Married	18%
Family	3%

Occupations:

Professionals	52%
Merchants	12%
Non-Professionals	13%
Retired	9%
Other (students)	3%
Unknown	11%

Special Markets

A substantial demand for additional housing exists in the Lower Washington Street Area -from the Chinese community, from the Tufts-New England Medical Center, and from the private market.

The Chinese Community

Chart B includes comparative Chinatown statistics showing the relationship between population increase, income levels and housing repairs. The 1970 Census indicates that 98 percent of the housing units in Chinatown are overcrowded, compared to 7 percent citywide. Mass Pike Towers and Tai Tung Village have a combined waiting list of more than 2,000 people, about three-quarters of whom are Chinese. The new Quincy Towers, containing 172 units for the elderly and handicapped, has a waiting list of almost 200 people for the low-income units. At this time, it appears that the housing demand from the Chinese community is primarily for subsidized housing, but there is reason to believe that if attractive market housing were available close to Chinatown, many Chinese families who have moved to the suburbs might return to live in the downtown area.

COMPARATIVE STATISTICS - CHINATOWN/SOUTH COVE

Population	South Cove	Beach Street	District	City
Total 1975 (estimate)	1,900	900	2,800	637,986
Total 1970	750	900	1,650	639,657
Change from 1960 to 1975	-400	+200	-200	
Total Chinese 1970	700	900	1,600	
Income				
Median Family	$ 5,100	$ 5,100	$ 5,800	$ 9,133
Percentage of Families with annual income less than $5,000	48%	48%	48%	22%
Housing				
Total Dwelling Units	584	250	834	232,856
Units Needing Rehab in excess of $1,000 (1975)	N/A	50-75%	N/A	67,102
Owner-occupied	N/A	48	N/A	27%

CHART B

Tufts-New England Medical Center

In addition to the demand from the Chinese community, Tufts-New England Medical Center has projected a need for 500 units of student housing, resulting both from the expansion of their teaching programs and from the potential phasing out of Posner Hall Dormitory. There is no estimate at the moment for the number of TNEMC medical and clerical staff who would choose to live nearby if suitable housing were available.

Cardinal®

August 2, 1979

MEMORANDUM

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: ROBERT J. RYAN, DIRECTOR

SUBJECT: SOUTH COVE URBAN RENEWAL AREA R-92
DISPOSITION PARCEL P-4(1B) INCLUDING
DISCONTINUED AIR RIGHTS OVER WASHINGTON STREET
FINAL DESIGNATION OF REDEVELOPER

On February 1, 1979 the Authority approved the tentative designation of the New England Medical Center Hospital as redeveloper of Parcel P-4(1B) including the discontinued air rights over Washington Street in the South Cove Urban Renewal Area.

Disposition Parcel P-4(1B), including hospital-owned land as well as 5,800 square feet of land presently owned by the Authority, and the Discontinued Air Rights over Washington Street of approximately 11,900 square feet, are contiguous parcels 400 feet south of Stuart/Kneeland Streets.

New England Medical Center Hospital (NEMCH) proposes to construct their 1B project in an area bounded to the west by the Tufts-New England Medical Center parking garage and the Music Hall, and to the east by the Orange Line right-of-way. Approximately 85% of the land area of Parcel P-4(1B) is already owned by NEMCH. The air rights will be appraised in accordance with the Authority's disposition procedures.

The 1B project includes 96 pediatric beds and consolidated operating room center, plus all dependent hospital facilities such as clinics and doctors' offices.. The total built floor area is 276,000 square feet and the total estimated construction cost is $30 million dollars

The 1B project is in accordance with the Cooperation Agreement between the Authority and Tufts-New England Medical Center of 1966. The design has been under continuous review during its development a: is both appropriate to the locality and to the overall master plan of NEMCH, subject to the following specific conditions:

1) The construction of a service road easement, 14 foot clear width by 14 foot clear height under the 1B project and generally in line with the former Dillaway Street;

2) The inclusion of an escalator for public use connecting the Washington Street grade with the grade of the existing plaza between the Music Hall and the TNEMC parking garage;

3) The inclusion of appropriate retail space associated with public routes under or adjacent to the project.

NEMCH has gained a Determination of Need from the Massachusetts Public Health Council for the 1B project. The Determination of Need expires in November, 1979.

Since the date of tentative designation the staff of the Authority has had regular meetings with representatives of the New England Medical Center Hospital (NEMCH) and Tufts University to identify feasible alternative approaches to developing an employment program designed to give preferential consideration to residents of Boston and to arrive at a method for determining in lieu of tax payments to the City of Boston.

I am pleased to report that NEMCH has agreed to make an annual payment to the City which is based on an agreed upon rate per employee. NEMCH has proposed a differential rate, with a lower amount paid for employees who are City of Boston residents than for employees living outside of the City. This is expected to provide an incentive to the hospital to employ Boston residents.

It is anticipated that the City will receive substantial payments fro the hospital under this arrangement. At the present time, the hospit estimated its total employees (full and part-time)at 4,500. A final agreement covering this arrangement is expected to be reached promptl

I feel at this time the City has made substantial progress with the N England Medical Center Hospital on negotiations relating to an in lie of tax payment. To my knowledge, such an agreement establishing a voluntary employee tax with a non-profit institution is a breakthroug in the history of the city's negotiations.

Therefore, to show the City's good faith in these prolonged negotiati it is recommended that the Authority adopt the attached resolution designating the New England Medical Center Hospital as the Redevelope of Disposition Parcel P-4(1B) including the discontinued air rights over Washington Street in the South Cove Urban Renewal Area.

ATTACHMENT

RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY
RE: FINAL DESIGNATION OF NEW ENGLAND MEDICAL CENTER HOSPITAL
APPROVAL OF FINAL WORKING DRAWINGS AND SPECIFICATIONS
AND PROPOSED DISPOSITION OF PARCEL P-4(1B) INCLUDING
DISCONTINUED AIR RIGHTS OVER WASHINGTON STREET
IN THE SOUTH COVE URBAN RENEWAL AREA
PROJECT NO. MASS. R-92

WHEREAS, the Boston Redevelopment Authority, (hereinafter referred to as the "Authority"), has entered into a contract for loan and capital grant with the Federal Government under Title I of the Housing Act of 1949, as amended, which contract provides for financial assistance to the hereinafter identified project; and

WHEREAS, the Urban Renewal Plan for the South Cove Urban Renewal Area, Project No. Mass. R-55 (hereinafter referred to as the "Project Area"), has been duly reviewed and approved in full compliance with local, state and federal laws; and

WHEREAS, the Authority is cognizant of the conditions that are imposed in the undertaking and carrying out of the urban renewal projects with Federal financial assistance under said Title I, including those prohibiting discrimination because of race, color, sex, religion or national origin; and

WHEREAS, the New England Medical Center Hospital has expressed an interest in and has submitted a satisfactory proposal for the development of Disposition Parcel P-4(1B) including the discontinued air rights over Washington Street in the South Cove Urban Renewal Area; and

WHEREAS, the Authority is cognizant of Chapter 30, Sections 61 through 62H of the Massachusetts General Laws, as amended, with respect to minimizing and preventing damages to the environment:

NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

1. That the New England Medical Center Hospital be and hereby is finally designated as Redeveloper of Disposition Parcel P-4(1B), including the discontinued air rights over Washington Street in the South Cove Urban Renewal Area.

2. That it is hereby determined that the New England Medical Center Hospital possesses the qualifications and financial resources necessary to acquire and develop the land in accordance with the Urban Renewal Plan for the Project Area.

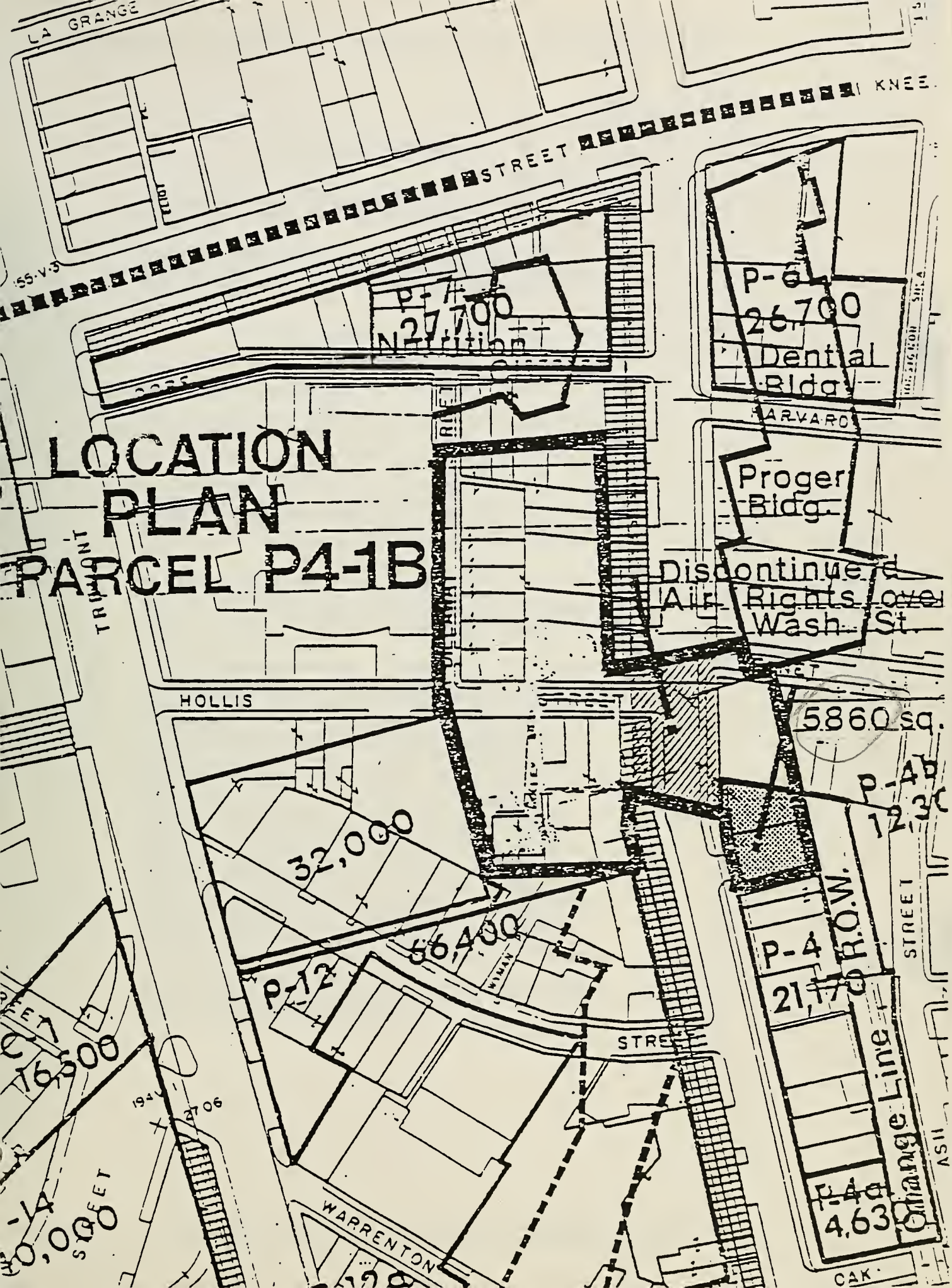
3. That disposal of said parcel by negotiation is the appropriate method of making the land available for redevelopment.

4. That the Final Working Drawings and Specifications submitted by the New England Medical Center Hospital for the development of Parcel P-4(1-B) including discontinued air rights over Washington Street conform in all respects to the Urban Renewal Plan for the Project Area, and that said Final Working Drawings and Specifications be and hereby are approved.

5. That it is hereby found and determined that the proposed developmen will not result in significant damage to or impairment of the environme and further, that all practicable and reasible means and measures have been taken and are being utilized to avoid or minimize damage to the environment.

6. That the Director is hereby authorized for and in behalf of the Boston Redevelopment Authority to execute and deliver a Land Dispositi Agreement and Deed conveying Parcel P-4(1B) including the discontinued air rights over Washington Street to the New England Medical Center Hospital said documents to be in the Authority's usual form.

7. That the Secretary is hereby authorized and directed to publish notice of the proposed disposal transaction in accordance with Section 105(E) of the Housing Act of 1949, as amended, including information with respect to the "Redeveloper's Statement for Public Disclosure". (Federal Form H-6004).


LOCATION
PLAN
PARCEL P4-1B
LA GRANGE
STREET
KNEE
P-6
26,700
Dental
Bldg
Proger
Bldg
Discontinued
Air Rights over
Wash St.
5860 sq.
HOLLIS
TRIMONT
32,000
56,400
P-12
P-4
21,170
R.O.W.
Change Line
P-4a
4,630
WARRENTON
OAK
STREET

LAND DISPOSITION AGREEMENT

AGREEMENT made this 9th day of October, 1979, by and between the Boston Redevelopment Authority and New England Medical Center Hospital.

WITNESSETH THAT, in consideration of the mutual covenants and promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

SECTION 101: DEFINED TERMS

For the purposes of this Agreement, the following terms shall have the meanings respectively ascribed to them:

(a) "CITY" shall mean the City of Boston, Massachusetts.

(b) "AUTHORITY" shall mean the Boston Redevelopment Authority, a public body, corporate and politic, created pursuant to Chapter 121B of the Massachusetts General Laws (Ter. Ed.), as amended, and shall include any successor in interest, whether by act of a party to this Agreement or by operation of law or otherwise.

(c) "REDEVELOPER" shall mean New England Medical Center Hospital, and shall include any successor in interest or assign, whether by operation of a party to this Agreement or by operation of law or otherwise, but shall not mean mortgagees or holders of building loan agreements.

(d) "IMPROVEMENTS" shall mean: (1) the 1-B Project, a 96-bed pediatric facility, ambulatory clinics, physician's offices, clinical laboratories, operating rooms and necessary medical, general and administrative support space; (2) the easements as substantially appearing in a plan entitled "Off-Street Loading Plan Parcels P-7 to P-12 Alternative Two" dated September 23,1979, and prepared by the Authority, which plan requires further development and clarification pursuant to the mutual agreement of the Authority and Redeveloper before being deemed complete. These easements allow for the construction of a fire-rated envelope and an access road therein, which construction of the envelope and access road shall be the subject of a separate agreement(s) and shall not be considered Improvements for purposes of this Agreement; (3) the inclusion of an escalator for public use connecting the Washington Street grade with the grade of the existing plaza between the Music Hall and the Tufts-New England Medical Center, Inc. parking garage, and (4) the identification of space for retail development associated with public routes under or adjacent to the 1-B Project, which space shall be rented by the Redeveloper at such time as a market for this space develops at the then prevailing market rate or at a rate adjusted to compensate for completion of enclosure if Redeveloper does not enclose the space at the Redeveloper's expense.

(e) "PROPERTY" refers to Parcel P-4, the discontinued air rights parcel over Washington Street and a certain easement in Washington Street in the South Cove Urban Renewal Area.

(f) "PLAN" shall mean the South Cove Urban Renewal Plan adopted by the Authority on June 10, 1965, and approved by the City Council of Boston on July 26, 1965, and as it may be amended in accordance with the provisions therein contained, which Plan, as amended to the date hereof, is recorded in Suffolk County Registry of Deeds, Book 8250, Page 187.

ARTICLE II

TRANSFER OF THE PROPERTY AND PAYMENT THEREFOR

SECTION 201: COVENANT OF SALE

Subject to all the terms, covenants, and conditions of this Agreement, the Authority covenants and agrees to sell and convey, and the Redeveloper agrees to purchase the Property.

SECTION 202: PURCHASE PRICE

(a) The purchase price shall be $105,700.

(b) The payment shall be in cash or certified check payable to the order of the Authority.

SECTION 203: TIME AND SALE OF CONVEYANCE

The sale and conveyance and delivery of possession of the Property shall take place on such date as may be agreed upon at the offices of the Authority, but in no event shall said date be more than ninety (90) days from the date hereof without the specific consent of the Authority.

SECTION 204: TITLE AND INSTRUMENT OF CONVEYANCE

(a) The sale and conveyance shall be by quitclaim deed, subject to and with the benefit of all conditions, covenants, and restrictions set forth or referred to in this Agreement and/or the Plan.

(b) The Authority shall promptly furnish to the Redeveloper for examination, and for return to the Authority, such abstracts of title as it shall have obtained during the course of its acquisition of the Property, and have retained, together with copies of all Orders of Taking of the Authority with regard to said Property. The Authority shall not be required to bring any such Abstracts of Title up to any later date than that shown on the abstractor's certificate accompanying the same, nor shall the Authority be required to furnish the Redeveloper with certified copies of any such Order of Taking.

(c) The Authority agrees, as part of the conveyance contemplated hereunder, to convey any and all interest it may have in and to any portions of public and/or private ways which are contiguous to the Property.

(d) The Authority agrees to make such confirmatory takings as may be reasonably necessary in the opinion of counsel for the Redeveloper to perfect its title to the Property.

(e) The Authority will provide the Redeveloper with reasonable easements for access and egress during the period(s) of construction.

* SAID PREMISES CONSISTS OF REGISTERED AND UNREGISTERED LAND, SAID REGISTERED PARCELS BEING SHOWN AS LOT 1 ON REGISTRATION PLAN NO. 29536-B A ON CERTIFICATE OF TITLE NO 10996 (NOW CLAIM TO BE LISTED) FORMERLY A AND THE LAND DESCRIBED IN CERTIFICATE OF TITLE NO. 77992.

LOT I ONLY ON CERT. FORMERLY 79576

SECTION 205: FEDERAL TAX STAMPS AND OTHER CLOSING COSTS

The Redeveloper shall pay the cost of any Federal or State Documentary tax stamps which may be required, and the cost of recording the deed. This Agreement may be recorded by either the Authority or the Redeveloper (in either case at the Redeveloper's expense) with the consent of the other party, which consent shall not be unreasonably withheld.

SECTION 206: ADJUSTMENTS

Taxes, charges or assessments allocable with respect to any period after delivery to the Redeveloper of a Deed hereunder shall be payable by the Redeveloper. In the event any parcel is exempt from taxation on the assessment date next preceding the conveyance hereunder by virtue of title being vested in the Authority or other tax exempt entity, the Redeveloper, if not a tax exempt entity, shall pay the Authority in lieu of a tax adjustment a pro rata amount of the taxes which would have been payable to the City of Boston if such Parcel had not then been exempt from taxation, for that portion of the tax year during which the Redeveloper has title and possession. This payment in lieu of taxes if it is known shall be computed using the purchase price as the assumed assessment on the Property and using the tax rate for the current year if it is known, and if it is not known, the estimated tax rate as established by the City Assessor. All closing costs and adjustments shall be paid to the Authority upon the delivery of the Deed to the Property.

SECTION 207: CONDITIONS PRECEDENT TO CONVEYANCE

(a) The Redeveloper shall enter into a contract, satisfactory in form to the Authority, with a construction or building company or a construction manager under which such construction or building company, or construction manager shall have full and complete continuing responsibility to the Redeveloper for the construction of the Improvements as required herein, subject to mutual agreement between the Redeveloper and such firm with respect to the terms of such contract, and a copy of this contract shall be deposited with the Authority.

(b) The Redeveloper has furnished the Authority with a performance and payment bond or other assurance of completion satisfactory in form to the Authority.

(c) The Redeveloper shall furnish evidence satisfactory to the Authority that the Redeveloper has the equity capital and commitments for mortgage financing adequate for the construction of the Improvements in accordance with the submitted Plans and Specifications and the approved Final Working Drawings.

SECTION 208: DEFAULT BY THE AUTHORITY

In the event that the Authority shall be unable to give title or to make conveyance or to deliver possession of the Property as provided for herein, then the Authority shall use reasonable efforts to remove any defect in title or to deliver possession as herein agreed, as the case may be, in which event the Authority shall give written notice thereof to the Redeveloper at or before the time for performance by the Authority hereunder, and thereupon the time for the performance by the Authority shall be extended for a period of ninety (90) days, or such longer period as the Authority and the Redeveloper shall mutually agree; provided, however, that the Redeveloper shall have the election, either at the original or any extended time for performance, to accept such title as the Authority can deliver to the Property and to pay therefor without deduction, in which case the Authority shall convey such title to the Redeveloper. In the event that at the expiration of the extended time the Authority shall be unable to give title or to make conveyance or to deliver possession as herein provided, then

(1) all obligations of the parties hereto shall cease, and

(2) this Agreement shall be void and without recourse to the parties thereto.

The acceptance of a Deed by the Redeveloper shall be deemed a full performance and discharge of every agreement and obligation herein contained with respect to the Property, except such as are by the express terms hereof, to be performed after the delivery of the Deed.

SECTION 209: CONDITION OF LAND TO BE CONVEYED

The Redeveloper agrees that the Property shall be conveyed in an "as is" condition including any buildings thereon.

ARTICLE III

SECTION 301: RESTRICTIONS ON USE

(a) The Redeveloper agrees for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof, and the Deed shall contain covenants on the part of the Redeveloper itself, and all successors and assigns, that the Redeveloper, and all successors and assigns shall:

(1) Devote the Property only to and in accordance with the uses specified in the Plan, and

(2) Not discriminate upon the basis of race, color, religion, sex, or national origin, in the sale, lease, or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or on any part thereof.

(b) It is intended and agreed, and the Deed shall so expressly provide, that the covenants running with the land shall be binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, the Authority, its successors and assigns, the City of Boston, and the United States, in the case of the covenant provided in subparagraph (2) of subsection (a), both for and in its or their own right and also to protect the interest of the community and other parties public and private, in whose favor or for whose benefit the covenants have been provided, against the Redeveloper, its successors and assigns, and every successor in interest to the Property or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof. It is further intended and agreed that the covenants provided in subparagraph (1) of subsection (a) shall remain in effect for the term of the Plan, or until such date thereafter to which such term may be extended by proper amendment of the Plan. The covenant provided in subparagraph (2) of subsection (a) shall remain in effect until June 10, 2005.

The terms "uses specified in the Plan" and "land use" referring to provisions of the Plan, or similar language, in this Agreement shall include the land and all building, housing, and other requirements of restrictions of the Plan pertaining to such land.

(c) The Redeveloper agrees for itself, and all successors and assigns, that during construction and thereafter the Redeveloper, and all successors and assigns, shall include in all advertising for the sale or rental of the Property, a statement to the effect:

(1) that the Property is open to all persons without discrimination on the basis of race, color, sex, religion, or national origin.

(2) that there shall be no discrimination in public access and use of the Property to the extent that it is open to the public.

(d) The Redeveloper agrees for itself, and all successors and assigns, that all advertising, including signs, for the sale and/or rental of the whole or any part of the Property shall include the legend, "An Open Occupancy Building," in type or lettering of easily legible size and design.

(e) The Authority shall perform and enforce all of the provisions of the Plan required to be performed or enforced by it. The Authority shall submit to the Redeveloper for its approval, (which approval shall not be unreasonably withheld or delayed), all proposed changes to the Plan which would (in the reasonable judgement of the Authority), materially affect the Redeveloper's operation or use of the Property or the Redeveloper's rights or obligations under this Agreement.

SECTION 302: IMPROVEMENTS AND SUBMISSION OF PLANS

(a) The Property shall be used for the construction of a health care facility to be built in accordance with the Final Plans and Specifications and the applicable standards and controls of the Plan.

(b) The Design Development Plans and Documents, more generally known as Building Department Approval Set, have been approved by the Authority on June 26, 1979, inclusive of lower floor amendments approved by the Authority on September23,*1979, and the Authority warrants that said plans are consistent with the terms of the Plan.

(c) A complete set of Final Plans and Specifications will be provided to the Authority in accordance with the following schedule, at which time the Authority shall approve said plans and specifications if they are in accordance with Design Development Plans and Documents which were previously approved:

Phase A Bidding Set	October 15, 1979
Phase B Bidding Set	November 1, 1979
Phase C Bidding Set	March , 1980
Record Drawing	November, 1982

The Redeveloper shall not apply for a building permit for the completion of the Improvements to be erected on the Property without the prior certification of the Authority that the work to be done or completed is in accordance with the Design Development Plans and Documents approved to date by the Authority in accordance with the provisions of this Agreement. No work shall be done on the completion of the Improvements to be erected on the Property unless such work conforms in every respect with such approved Design Development Plans, except and only to the extent that modifications thereof have been requested by the Redeveloper in writing and have been approved in writing by the Authority.

It is agreed that substantial change orders issued and implemented subsequent to approval by the Authority of Final Plans and Specifications shall constitute a deviation from said approved Final Plans and Specifications. The Redeveloper agrees that no such change order will be issued or implemented unless such change order shall have been submitted to and approved in writing by the Authority prior to its issuance or implementation.

In the event the Redeveloper shall fail to comply with the foregoing requirements, the Authority may, within a reasonable time after discovery thereof by the Authority, direct in writing

*Street level drawing #2.1.R, and Plaza level drawing #2.2.R.

that the Redeveloper so modify or reconstruct such portion or portions of the Improvements completed or being completed on the Property as are not in conformance with the approved Final Plans and Specifications or any modifications thereof, or change order therefor as to bring them into conformance therewith. The Redeveloper shall promptly comply with such directive.

(d) In submitting all Plans and Specifications to the Authority for its approval, the Redeveloper shall consider and take into account the planning and design objectives set forth in the Plan, and the Authority shall pursue such objectives in its review of and action upon the Final Plans and Specifications so submitted.

(e) All signs shall be in conformance with the Zoning Code for the City of Boston.

SECTION 303: TIME FOR COMMENCEMENT AND COMPLETION OF CONSTRUCTION

(a) The Redeveloper shall begin the construction of the Improvements on the Property in accordance with the approved Final Working Drawings no later than 180 days from the date hereof; subject to an extension of 90 days to be granted by the Authority for reasonable cause. Reasonable cause shall be deemed to mean such delays as may occur from causes beyond the control and without fault or negligence of the Redeveloper.

(b) The Redeveloper shall diligently prosecute to completion the Improvements of the Property and shall complete such construction within fourty months from the date hereof, or such other time as the Authority may agree to in writing.

(c) The Redeveloper shall submit a detailed estimated progress schedule at the time construction is begun, in a format generally used in the construction of buildings. This schedule shall be resubmitted quarterly and when a change order is submitted until the construction of the Improvements has been completed, with actual progress shown. This quarterly submission shall be accompanied by a written report by the Redeveloper or at the Redeveloper's request, and notice given to the Authority, by the Construction Manager citing any adjustments to the progress forecast, analyzing the causes therefor and, where applicable, noting corrective efforts. After the sale and conveyance and delivery of possession of the Property to the Redeveloper and during the period of the Plan, such work of the Redeveloper shall be subject to inspection by representatives of the Authority, of the City, and the United States of America, and the Authority shall notify the Redeveloper promptly of any defects observed by it.

(d) Prior to the sale and conveyance and delivery of possession of the Property, the Authority shall permit the Redeveloper access thereto, whenever and to the extent necessary to carry out the purposes of this Agreement.

SECTION 304: WHEN IMPROVEMENTS COMPLETED

The building of Improvements on the Property shall be deemed completed for the purposes of this Agreement when the Improvements required of the Redeveloper by the provisions of this Agreement, the approved Final Plans and Specifications, and any approved modification thereof, have been built and are ready for occupancy, and shall incontestably be deemed completed for the purposes of this Agreement upon the issuance of a Certificate of Completion by the Authority.

Promptly after completion of the Improvements in accordance with the provisions of this Agreement, the Authority will furnish the Redeveloper with an appropriate instrument so certifying. Such certification by the Authority shall be, and it shall be so provided in the

Deed and in the certification itself, a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement and in the Deed with respect to the obligations of the Redeveloper and its successors and assigns, to construct the Improvements and the dates for the beginning and completion thereof, provided that such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Redeveloper to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the Improvements, or any part thereof on the purchase of the Property.

With respect to such individual parts or parcels of the Property which the Redeveloper is authorized by this Agreement to convey or lease as the Improvements to be constructed thereon are completed, the Authority will also upon proper completion of the Improvements relating to any such part or parcel certify to the Redeveloper that such Improvements have been made in accordance with the provisions of this Agreement. Such certification shall mean and provide, and the deed shall so state:

(1) That any party purchasing or leasing such individual part or parcel pursuant to the authorization herein contained shall not because of such purchase or lease, incur any obligation with respect to the construction of the Improvements relating to such part or parcel or to any other part or parcel of the Property, and

(2) That neither the Authority nor any other party shall thereafter have or be entitled to exercise with respect to any such individual part or parcel so sold, or in the case of a lease, with respect to the leasehold interest, any rights or remedies or controls that it may otherwise have or be entitled to exercise with respect to the Property as a result of a default in or breach of any provisions of this Agreement or of the Deed by the Redeveloper and any successor in interest or assign, unless .

(a) such default or breach be by the purchaser or lessee, or any successor in interest or assign of or to such individual part or parcel with respect to the covenants contained and referred to in Section 301 of this Agreement, and

(b) the right, remedy, or control relate to such default of breach.

All certification provided for in this Section shall be in such form as will enable them to be recorded in the Registry of Deeds, Suffolk County, Commonwealth of Massachusetts. If the Authority shall refuse or fail to provide any certification in accordance with the provisions of this Section, the Redeveloper shall within thirty (30) days after written request by the Redeveloper, provide the Redeveloper with a written statement indicating in adequate detail in what respects the Redeveloper has failed to complete the Improvements in accordance with the provisions of the Agreement or is otherwise in default and what measures or acts it will be necessary, in the opinion of the Authority, for the Redeveloper to take or perform in order to obtain such certification.

The Redeveloper agrees that the Authority shall be under no obligation to issue a Certificate of Completion until such time as the Authority has had a reasonable opportunity to inspect the Improvements constructed pursuant to the provisions of this Agreement, the approved Final Plans and Specifications, and any approved modifications thereof; provided, however, that the Authority shall not be required to make an inspection hereunder unless the Redeveloper has requested in writing that the Authority issue a Certificate of Completion.

SECTION 305: PROMPT PAYMENT OF OBLIGATIONS

The Redeveloper shall use due diligence to make, or cause to be made, prompt payment of all money due and legally owing to all persons, firms and corporations doing any work, furnishing any material or supplies or renting any equipment to the Redeveloper or any of its contractors or subcontractors in connection with the development, construction, furnishing, repairs or reconstruction of any of the Improvements required by this Agreement to be constructed upon the Property.

SECTION 306: ACCESS TO THE PROPERTY BY AUTHORITY AND CITY PERSONNEL

To the extent of its authority to do so, the Redeveloper, and all successors and assigns, shall from time to time until the expiration of the terms of this Agreement, at all reasonable hours, give to the duly authorized representatives of the Authority and the City free and unobstructed access for inspection purposes to any and all of the Improvements constructed on the Property by the Redeveloper, and all successors and assigns, and to all open areas surrounding the same.

SECTION 307: NONDISCRIMINATION IN EMPLOYMENT

The Redeveloper, for itself and all successors and assigns, agrees that in the construction of the Improvements in accordance with the provisions of this Agreement:

(a) The Redeveloper will not discriminate against any employee or applicant for employment because of race, color, sex, religion, or national origin. The Redeveloper will take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority setting forth the provisions of this nondiscrimination clause.

(b) The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Redeveloper will send to each labor union or representative of workers with which the Redeveloper has a collective bargaining agreement or other contract or understanding, a notice, to be provided advising the said labor union or workers' representative of the Redeveloper's commitments under Section 202 of Executive Order #11246 of September 24, 1965, as amended*, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Redeveloper will comply with all provisions of Exective Order #11246 of September 24, 1965, as amended*, and of the rules, regulations, and relevant orders of the Secretary of Labor.

*Executive Order #11246 of September 24, 1965 as amended by Executive Order #11735 of October 13, 1967.

(e) The Redeveloper will furnish all information and reports required by Executive Order #11246 of September 24, 1965, as amended*, and by the rules, regulations, and orders of the Secretary of Labor, pursuant thereto, and will permit access to the Redeveloper's books, records, and accounts by the Authority, the Secretary of Housing and Urban Development, and the Secretary of Labor, for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(f) In the event of the Redeveloper's noncompliance with the nondiscrimination clauses of this Section, or with any of the said rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Redeveloper may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order #11246, of September 24, 1965, as amended*, and such other sanctions may be imposed and remedies invoked as provided in Executive Order #11246, of September 24, 1965, as amended*, or by rule, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.

(g) The Redeveloper will include the provisions of paragraph (a) through (g) ofthis Section in every contract or purchase order, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order #11246 of September 24, 1965, as amended*, so that such provisions will be binding upon each such contractor, subcontractor, or vendor as the case may be. The Redeveloper will take such action with respect to any construction contract, subcontract, or purchase order as the Authority directs as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Redeveloper becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Authority, the Redeveloper may request the United States to enter into such litigation to protect the interest of the United States. For the purpose of including such provisions in any construction contract, subcontract, or purchase order, as required hereby, the first three lines of this Section shall be changed to read: "During the performance of this Contract, the Contractor agrees as follows:" and the term "Redeveloper" shall be changed to "Contractor."

ARTICLE IV

TRANSFER AND MORTGAGE OF REDEVELOPER'S INTEREST

SECTION 401: GENERAL TERMS RELATING TO TRANSFER OF INTEREST IN PROPERTY BY REDEVELOPER

(a) The Redeveloper agrees that it will not, prior to the completion of the construction of the Improvements on the property make, or suffer to be made, any assignment or any manner of transfer of its interest in the Property or portion thereof, or in this Agreement, other than contracts or agreements to be performed subsequent to such completion, except as provided in Section 402.

*Executive Order #11246 of September 24, 1965 as amended by Executive Order #11735 of October 13, 1967.

(b) Notwithstanding the provisions of Section 401(a) an assignment or transfer of the Redeveloper's interest in the Property or any portion thereof or in this Agreement may be made prior to the completion of the construction of the Improvements thereon upon compliance with the following conditions:

(1) The transferee or transferees shall have been approved as such, in writing, by the Authority.

(2) The transferee or transferees, by valid instrument in writing, satisfactory to the Authority, shall have expressly assumed for themselves and their successors and assigns and directly to and for the benefit of the Authority, all obligations of any person or persons, including the Redeveloper, to begin and complete the building of the Improvements and all obligations of the Redeveloper provided for in this Agreement, including the obligations of performance in accordance with the Plan, provided, that the fact that any transferee, or any other successor in interest whatsoever to the Property or any part thereof, shall, not whatever the reason, have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise, specifically provided in this Agreement or agreed to in writing by the Authority) relieve or except such transferee or successor of or from such obligations, conditions, or restrictions, or deprive or limit the Authority of or with respect to any rights or limitations or controls with respect to the Property or the construction of the Improvements; it being the intent of this, together with other provisions of this Agreement, that, to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement, no transfer of, or change with respect to, ownership shall operate legally or practically, to deprive or limit the Authority of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Property and the construction of the Improvements that the Authority would have, had there been no such transfer or change. Therefore, in the absence of a specific written agreement by the Authority to the contrary, no such transfer or approval thereof by the Authority shall be deemed to relieve the Redeveloper or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Improvements, from any of its obligations with respect thereto.

(3) Any consideration obtained by the Redeveloper from the transferee or transferees in excess of an amount representing the actual cost to the Redeveloper of the Property transferred or interest transferred, including the cost of any Improvement made thereon and carrying charges, shall be paid over to the Authority.

(4) There has been submitted to the Authority for review, and the Authority has approved, all instruments and other legal documents involved in effecting transfer.

(5) The Redeveloper and its transferees or transferees shall comply with such other conditions as the Authority may find desirable in order to achieve and safeguard the purposes of the Plan.

SECTION 402: RIGHTS AND DUTIES OF MORTGAGEE UPON ACQUISITION PRIOR TO COMPLETION

(a) If a mortgagee through the operation of its contract to finance the Improvements required by this Agreement to be constructed by the Redeveloper on the Property, or by foreclosure acquires fee

simple title to the Property or any part thereof prior to the completion of such Improvements, the mortgagee for the period during which said mortgagee holds such title, shall comply with the applicable provisions of this Agreement.

SECTION 403: RIGHTS AND DUTIES OF MORTGAGEE UPON ACQUISITION AFTER COMPLETION

If a Mortgagee, through the operation of its contract to finance the Improvements required by this Agreement to be constructed by the Redeveloper on the Property, or by foreclosure, acquires the mortgage or fee simple title to the Property or any portion thereof after completion of such Improvements, the mortgagee for the period during which said mortgagee holds such title, shall comply with the applicable provisions of this Agreement.

ARTICLE V

PROVISIONS RELATING TO OPERATION AND MAINTENANCE

SECTION 501: MAINTENANCE AND OPERATION OF IMPROVEMENTS

The Redeveloper shall, at all times until the expiration of the term of the Plan, carry out the Project, keep the Improvements constructed on the Property in good and safe condition and repair unless such Improvements have become uninsurable, and, in the occupancy, maintenance and operation of such Improvements and the Property, comply with all laws, ordinances, codes and regulations applicable thereto.

SECTION 502: ADDITIONS OR SUBTRACTIONS TO COMPLETED IMPROVEMENTS

After the Improvements required by the Plan and this Agreement to be constructed by the Redeveloper on the Property or any portion thereof have been completed, the Redeveloper shall not, until the expiration of the term of the Plan, reconstruct, demolish, subtract therefrom, make any additions thereto or extensions thereof, or change the materials, design, dimensions or color thereof, if such reconstruction, demolition, subtraction, addition, extention or change will substantially affect the external appearance of the public lobbies, arcades, open spaces or landscaping, or the external appearance of any building (including roof and penthouse) without the prior written approval of the Authority. In the event the Redeveloper shall fail to comply with the foregoing requirement, the Authority may within a reasonable time after discovery thereof by the Authority direct in writing that the Redeveloper so modify, reconstruct, or remove such portion or portions of the Improvements as were reconstructed, demolished, subtracted from, added to, extended or changed without the prior written approval of the Authority. The Redeveloper shall comply with such directive and shall not proceed further with such reconstruction demolition, subtraction, addition, extension, or change until such directive is complied with. Any such reconstruction, demolition, subtraction, addition, extension or change undertaken pursuant to the prior written approval of the Authority shall in all respects be in accordance with and conform to the provisions of the Plan.

SECTION 503: WORKS OF ART

The Authority requires works of art to be incorporated into all urban renewal developments. Expenditures in these works of art are to be at least one (1%) percent of the total construction costs of the project. Said works of art shall be included in the project by the Redeveloper as part of the improvements to be constructed, included prior to issuance of a Certificate of Completion and maintained for no less than the life of the Plan.

ARTICLE VI

INDEMNIFICATION

SECTION 601: REIMBURSEMENT OF AUTHORITY IN RESPECT OF CERTAIN LITIGATION

The Redeveloper shall pay all reasonable costs and expenses and the amount of all judgements and decrees, which may be incurred by the Authority in proceedings brought to enforce compliance with the provisions of the Agreement, to the extent the Authority prevails. It is expressly understood, however, that the mortgagee under any mortgage permitted hereunder shall not be liable to the Authority for any costs, expenses, judgements, decrees or damages which shall have accrued against the Redeveloper, except that a Mortgagee who becomes a Mortgagee after, and who acquires title after the Redeveloper has become liable for any costs, expenses, judgements, decrees or damages with actual or constructive knowledge of such liabilities, is also liable for such liabilities.

ARTICLE VII

INSURANCE

SECTION 701: INSURANCE COVERAGE

(a) Until the expiration of the term of the Plan, the Redeveloper shall keep all of the insurable property and equipment with respect to the Property insured by fire and extended coverage insurance and additional risk insurance to the same extent and amount which is normally required by institutional mortgages in the use of similar property and equipment in the City. Such insurance shall be in amounts sufficient to comply with the co-insurance clause applicable to the location and character of the Property or equipment, and, in any event, in amounts not less than eighty per cent (or eighty per cent in the case of extended coverage insurance) of the current cash value of such property or equipment. All such insurance shall be by standard policies, obtained from financially sound and responsible insurance companies authorized to do business in Massachusetts, and shall have attached thereto a clause making the loss payable to the Redeveloper, the mortgagee, and subject to the rights of the Mortgagee, the Authority, as their respective interests may appear.

(b) Each insurance policy shall be written to become effective at the time the Redeveloper becomes subject at the risk or hazard covered thereby, and shall be continued in full force and effect for such period as the Redeveloper is subject to such risk or hazard.

(c) All such insurance policies and renewals thereof or certificates of such policies and renewals, shall be filed with the Authority.

SECTION 702: NON-CANCELLATION CLAUSE

All insurance policies shall provide that any cancellation, change, or termination thereof shall not be effective with respect to the Authority until after at least ten (10) days prior notice has been given to the Authority to the effect that such insurance policies are to be cancelled, changed, or terminated at a particular time.

SECTION 703: AUTHORITY MAY PROCURE INSURANCE IF REDEVELOPER FAILS TO DO SO

In the event the Redeveloper at any time refuses, neglects, or fails to secure and maintain in full force and effect any or all of the insurance required pursuant to this Agreement, the Authority, at its option, may procure or renew such insurance, and all amounts of money paid therefor by the Authority shall be payable by the Redeveloper to the Authority; with interest thereon at the rate of six per cent (6%) per annum from the date the same were paid by the Authority to the date of payment thereof by the Redeveloper. The Authority shall notify the Redeveloper in writing of the date, purposes, and amounts of any such payments made by it.

SECTION 704: REDEVELOPER'S OBLIGATION WITH RESPECT TO RESTORATION AND RECONSTRUCTION

(a) Whenever any Improvement, or any part thereof, constructed on the Property shall have been damaged or destroyed prior to the expiration of the term of the Plan, the Redeveloper shall proceed promptly to establish and collect all valid claims which may have arisen against insurers or others based upon any such damage or destruction. All proceeds of any such claim and any other monies provided for the reconstruction, restoration or repair of any such Improvement, shall be deposited in a separate account of the Redeveloper or of any mortgagee.

(b) The insurance money and any other proceeds so collected shall be used and expended for the purpose of fully repairing or reconstructing the Improvements which have been destroyed or damaged to a condition at least comparable to that existing at the time of such damage or destruction to the extent that such insurance money and other proceeds permit. Any excess proceeds after such repair or reconstruction has been fully completed, shall be retained by the Redeveloper, subject to the rights of any mortgagee of record permitted hereunder.

(c) The Redeveloper, with the written approval of the Authority and any mortgagee of record permitted hereunder, may determine that all or any part of any such damage to or destruction of such Improvements shall not be reconstructed, restored, or repaired, and in such event, the proceeds of any claims against insurers of others arising out of such damage or destruction, to the extent not used for such reconstruction, restoration, or repair, shall be retained by the Redeveloper.

(d) Any reconstruction of the Improvements to the Property during the term of the Plan shall be in accordance with the Plan unless the Plan is amended.

ARTICLE VIII

SECTION 802: CONSEQUENCES OF BREACH BY REDEVELOPER WITH RESPECT TO COMMENCEMENT AND COMPLETION OF CONSTRUCTION, FAILURE TO PAY TAXES OR DISCHARGE ENCUMBRANCES, OR UNAUTHORIZED TRANSFERS OF INTEREST

In the event that, prior to completion of the Improvements:

(1) The Redeveloper shall fail to perform its obligations under this Agreement with respect to commencement or completion of construction of Improvements, or

(2) The Redeveloper shall fail to pay any real estate taxes or assessments on the Property or any part thereof when due, or shall place thereon any encumbrances or liens unauthorized by this Agreement, or

(3) There is in violation of this Agreement, any transfer of the Property or any part thereof, or any change in the ownership or any change with respect to the identity of the parties in control of the Redeveloper or degree thereof, the Authority shall in writing notify the Redeveloper of such failure or violation. The Redeveloper shall thereupon have thirty (30) days from the receipt of such written notice to cure such failure or violation or diligently commence to cure such failure or violation. If the Redeveloper does not cure or diligently commence to cure such failure or violation within the thirty day period, or within such extended time period as may be established by the Authority acting solely in its discretion, and if the holders of record of building loan agreements and/or first mortgage in replacement thereof do not exercise their rights to cure such violation of failure, as provided in Section 803 hereof, or if this contract is cancelled, terminated, or suspended pursuant to Section 307 hereof, the Redeveloper shall promptly transfer possession of, and reconvey, the Property, together with all of the Improvements thereon, to the Authority, without costs to the Authority, by quitclaim deed provided that such reconveyance (1) shall be subject to any existing building loan agreement and mortgages thereon permitted by this Agreement, and (2) shall not include any parcels with respect to which a Certificate of Completion has been issued pursuant to Section 304.

In the event that the Redeveloper shall fail to reconvey, the Authority may institute such actions or proceedings as it may deem advisable, as well as proceedings to compel specific performance and the payment of damages, expenses, and costs.

In the event that the Redeveloper or a mortgagee reconveys to the Authority pursuant to this Section 802 or Section 402, the Authority shall undertake with due diligence to resell the Property so reconveyed and the Improvements thereon, subject to all of the provisions of the Plan, and the proceeds of such resale shall be used:

(1) to reimburse the Authority for all costs and expenses incurred by the Authority, including the salaries of Authority personnel in connection with recapture, management and resale of the Property and all administrative and overhead costs in connection therewith,

(2) all Taxes, payments in lieu of taxes, public charges and other sums owing the City or the Authority with respect to the Property up to the time of such resale,

(3) any payments made on any encumbrances or liens existing or threatened on the Property.

(4) any expenditures made or obligations incurred with respect to the making or completion of Improvements on the Property,

(5) and any amounts otherwise owing to the Authority from the Redeveloper,

(6) and the balance of such proceeds, if any, shall be used to reimburse the Redeveloper for and up to the amount expended by it in the purchase and improvement of the Property less any profit theretofore realized by the Redeveloper from the disposition of any interest in the Property. Any balance remaining after reimbursement to the Redeveloper shall remain the property of the Authority.

In the event of a failure to cure under this Section, the Authority shall have the right to reenter for breach of condition subsequent.

In addition to the other remedies hereinabove provided in this Section 802, upon such failure by the Redeveloper to cure under this Section, the Authority may in its sole discretion terminate, by written notice to the Redeveloper, any or all of its obligations to the Redeveloper hereunder.

In the event the Authority exercises its rights under this Section, any revesting of title in the Authority as a result thereof:

(1) Shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way

(a) the lien of any mortgages authorized by this Agreement and executed for the purpose of obtaining funds to construct the Improvements and/or to purchase the Property

(b) any rights or interests provided in this Agreement for the protection of the holders of such mortgages, and

(c) outstanding leasehold interests

(2) Shall not apply to individual parts or parcels of the Property or, in the case of parts or parcels leased, the leasehold interest, on which the Improvements to be constructed thereon have been completed in accordance with this Agreement and which have, pursuant to the authorization contained in this Agreement been sold or leased to other parties.

SECTION 803: NOTICE OF BREACHES TO MORTGAGEES

In the event that the Authority, pursuant to Section 802, or any other Section of this Agreement gives written notice to the Redeveloper of a failure or violation, the Authority shall forthwith furnish a copy of the notice to each of the mortgagees of record of the Property permitted under this Agreement at the last address of such holder shown in the records of the Authority. To facilitate the operation of this Section, the Redeveloper shall at all times keep the Authority provided with an up to date list of names and addresses of mortgagees and holders of building loan agreements from whom the Redeveloper has obtained loans for redevelopment operations.

In the event that the Redeveloper received notice from the Authority of a failure or violation under Section 802 of this Agreement and the Redeveloper does not commence to cure such failure or violation before the expiration of the thirty (30) day period provided for in Section 802, the holders of record of construction loan agreements and/or mortgages in replacement thereof may cure any such failure upon giving written notice of their intention to do so to the Authority within fifteen (15) days after the expiration of the thirty (30) day period, or within sixty (60) days after such holder receives such notice of failure, whichever period is longer.

Anything in this Agreement to the contrary notwithstanding, it is further expressly understood that should any Improvements on the Property or portion thereof be covered by a mortgage permitted under this Agreement, the mortgagee thereunder shall not be in any way obligated to complete the Improvements contemplated in such mortgage transaction, nor shall it guarantee the completion of Improvements as hereinbefore required of the Redeveloper, and further, that in case of any default in the construction of the Improvements by the Redeveloper, the mortgagee shall have the option of completing or not completing the Improvements or causing the same to be completed.

Notwithstanding the foregoing provisions of this Agreement, it is hereby understood and agreed that if a mortgagee or any purchaser at a foreclosure sale shall become the owner of the Redeveloper's interest in the Property and Improvements thereon, and shall determine to perform any construction or development operations therein, or any part thereof, such mortgagee or purchaser shall perform all such construction or development operations in accordance with the provisions of this Agreement, except that the time limits set forth in Section 303 shall be extended by the Authority as may be reasonably necessary to complete any such construction or development operations. In the event any mortgagee elects to complete the Improvements as herein provided, such

mortgagee shall be entitled to receive the Certificate of Completion referred to in Section 304, following the completion of the improvements in accordance with the provisions of this Agreement. If any mortgagee who has elected to foreclose his mortgage for the failure of the Redeveloper to complete construction in accordance with the Plan and this Agreement so notifies the Authority in writing within fifteen (15) days of the expiration of the aforesaid thirty (30) day period or within sixty (60) days after receipt of such notice of failure whichever period is longer, and thereafter proceeds diligently with such foreclosure, the Authority will not undertake any action under Section 802 until thirty (30) days after completion of a foreclosure action or one hundred and twenty (120) days after receipt of such notice of election to foreclose, whichever shall first occur.

In the event the mortgagee elects to cure the default of the Redeveloper pursuant to this Section and in the further event that the mortgagee does so cure the default then the Authority upon receipt of written notice to that effect from the mortgagee shall execute an instrument relating to each affected parcel suitable for recording in the Suffolk County Registry of Deeds setting further that the default has been cured and reinstating all of the right, title, and interest of the Redeveloper hereunder.

Notwithstanding any provisions to the contrary in this Agreement, this Agreement shall be subject and subordinate to the lien of any mortgagee executed for the purpose of obtaining funds to construct the Improvements and/or to purchase the Property and any renewals, extensions, modifications or replacements of any mortgage as though said mortgage and any such renewal, extension, modification or replacement had been executed, acknowledged and delivered prior to this Agreement and recorded prior to this Agreement and any notice of this Agreement.

SECTION 804: REMEDIES FOR OTHER BREACHES

It is understood by the parties hereto that in the event any party shall fail to comply with or violate any of the provisions of this Agreement, then the other party hereto may institute such actions and proceedings to compel specific performance and payment of all damages, expenses, and costs. Neither these remedies nor that class of remedies more particularly described in this Agreement shall be conclusive unless specifically so described.

SECTION 805: EQUAL OPPORTUNITY COMPLIANCE POLICY AND BREACH THEREOF

If at any time, prior to the issuance of a Certificate of Completion, pursuant to the terms of Section 403 hereof, the Director shall find that the Redeveloper and/or its General Contractor have failed to comply with the requirements of the Authority's "Equal Opportunity Compliance Policy" and the provisions of Sections 210 (f) and 307 hereof, the Director shall issue notice of such finding, setting forth the reasons therefore, substantially in the form of Exhibit A attached hereto and made a part hereof. Said notice shall be sent registered mail, return receipt requested to the Redeveloper and its General Contractor.

The Redeveloper and/or its General Contractor shall have the right to appeal the finding of the Director to the Boston Redevelopment Authority within 30 days of receipt of the notice thereof. Upon receipt by the Authority of written notice of the Redeveloper's and/or its General Contractor's intention to appeal said finding, the Authority shall hear such appeal at public meeting within 30 days or the next regular meeting of the Authority, whichever is later.

Upon the failure of the Redeveloper and/or its General Contractor to appeal the finding of the Director or upon a determination by the Authority, subsequent to any appeal, that the Redeveloper and/or its General Contractor have failed to comply with the requirements of the Authority's "Equal Opportunity Compliance Policy", and the provisions

of Sections 210 (f) and 307 of this Agreement, the Authority shall have the right to retain the amount deposited and still on deposit with the Authority as full liquidated damages, but not as penalty, without any deduction or offset whatever, and without further liability to the Authority on the part of the Redeveloper.

Upon the forfeiture of said deposit pursuant to this Section, the failure of the Redeveloper and/or its General Contractor to appeal the finding of the Director and the determination by the Authority, if any, that the Redeveloper and/or its General Contractor have failed to comply with the requirements of the Authority's "Equal Opportunity Compliance Policy" and the terms and provisions of Sections 210 (f) and 307 of this Agreement, the Director shall send notice of his finding and any Authority action related thereto to the following:

(a) Secretary, Department of Housing and Urban Development;
(b) Commissioner, Federal Housing Administration;
(c) Regional Administrator, Department of Housing and Urban Development;
(d) Director, Boston Office, Federal Housing Administration;
(e) Massachusetts Committee Against Discrimination in Housing;
(f) Association of General Contractors;
(g) The Building Trades Council;
(h) Mayor, City of Boston;
(i) Morgagee; and
(j) Such other interested parties as the Director may deem appropriate.

ARTICLE IX

MISCELLANEOUS PROVISIONS

SECTION 901: OBLIGATIONS AND RIGHTS AND REMEDIES CUMULATIVE

(a) The respective obligations of the Authority and the Redeveloper pursuant to this Agreement, shall be cumulative and the reference to any obligation shall not be construed as a limitation on any other obligation.

(b) The respective rights and remedies of the Authority and the Redeveloper, whether provided by this Agreement or by law, shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other such rights or remedies.

SECTION 902: FINALITY OF APPROVALS

Where, pursuant to this Agreement, any document of or proposed action by the Redeveloper is submitted by it to the Authority, and the Redeveloper has been notified in writing by the Authority that the same is approved or is satisfactory, such determination shall be conclusively deemed to be a final determination by the Authority with respect to such particular document or proposed action for which such approval of notice or satisfaction was given.

SECTION 903: HOW AGREEMENT AFFECTED BY PROVISIONS BEING HELD INVALID

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable law and of the Plan.

SECTION 904: COVENANTS TO BE ENFORCEABLE BY THE AUTHORITY AND THE UNITED STATES

Any covenant herein contained which is expressed to be a covenant running with the land shall be contained in any instrument or conveyance relating to the Property and shall, in any event and without regard to technical classification specifically provided in this Agreement be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by the Authority (and the United States in the case of the covenant provided in Section 301(a)(3) hereof) against the Redeveloper (including all successors and assigns to or of the Property or any part thereof or any interest therein). In amplification, and not in restriction of the provisions hereof, it is intended and agreed that the Authority shall be deemed a beneficiary of such covenants provided in Section 301(a)(2) hereof, both for and in their or its own right and also for the purposes of protecting the interest of the Community and the other parties, public or private, in whose favor or for whose benefit such covenants have been provided, and such covenants and the Deed shall so state shall be in force and effect, without regard to whether the Authority or the United States has at any time been, remains or is an owner of or in possession of any land to, or in favor of, which the covenants relate.

It is the intention of the Authority that the benefit of the covenants running with the land which are contained in any instrument of conveyance relating to the Property shall be enforceable only by the Authority (and the United States in the case of the covenant provided in Section 301(a)(2) hereof and those holding title to an interest in the Property and that such covenants shall not be enforceable by transferees of other land owned by the Authority in the area covered by the Plan.

SECTION 905: PARTIES BARRED FROM INTEREST IN PROJECT

No member of the Congress of the United States of America shall be admitted to any share or part thereof, or to any benefit to arise therefrom.

No member, official, or employee of the Authority shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interest or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official or employee of the Authority shall be personally liable to the Redeveloper in the event of any default or breach by the Authority or for any amount which may become due to the Redeveloper or on any obligations under the terms of this Agreement.

SECTION 906: AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS

The provisions of this Agreement shall be binding upon, and shall inure to the benefit of the respective successors and assigns of the parties hereto and to any subsequent grantees of the Property or any portion thereof.

SECTION 907: WAIVERS

Any right or remedy which the Authority or the Redeveloper may have under this Agreement, or any of its provisions, may be waived in writing by the Authority or by the Redeveloper, as the case may be, without execution of a new or supplementary Agreement, but any such waiver shall not affect any other rights not specifically waived.

SECTION 908: AMENDMENTS

This Agreement may be amended only by a written document, duly executed by the parties hereto and the holders of any mortgages affected thereby, evidencing the mutual agreement of the parties to such amendment.

SECTION 909: APPROVAL AND NOTICES

Except as otherwise specifically provided in this Agreement whenever under this Agreement approvals, authorizations, determinations, satisfactions, or waivers are required or permitted, such approvals, as authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing signed by a duly authorized officer of the Authority or Redeveloper, and sent registered mail, postage prepaid to the principal officers of the party to whom it is directed, which are as follows:

Redeveloper: New England Medical Center Hospital
171 Harrison Avenue
Boston, Massachusetts 02111

Authority: Director
Boston Redevelopment Authority
City Hall/Room 900
One City Hall Square
Boston, Massachusetts 02201

The parties shall promptly notify each other of any change of their respective addresses set forth above.

Notices and other communications to the parties and to mortgagees, and holders of construction loan agreements shall be sent registered or certified mail prepaid to the last known address of the party concerned.

SECTION 910: MATTERS TO BE DISREGARDED

The titles of the several articles and sections of this agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

SECTION 911: ALL AGREEMENTS CONTAINED IN THIS INSTRUMENT

The terms and conditions of this Agreement, including the Exhibits hereto, shall constitute all of the terms and conditions that shall be required by the parties of one another as of the date of this Agreement without reference to any other instrument.

SECTION 912: AMENDMENT OF PLAN

In the event a proposed modification or amendment of the Plan affects the rights of the Redeveloper established under this Agreement, any such modification or amendment of the Plan must be consented to by the Redeveloper.

SECTION 913: OBLIGATIONS TO CONTINUE

Except as to obligations to be performed at or prior to the time of closing of the sale and conveyance of fee simple title to and delivery of possession of the Property, the provisions of this Agreement shall survive the time of closing and the sale and conveyance of fee simple title to and the delivery of possession of the Property to the Redeveloper, but shall not survive issuance of the respective Certificates of Completion by the Authority except to the extent stated in the respective Deeds to the Property.

SECTION 914: EXCUSABLE DELAYS

For the purpose of any of the provisions of this Agreement, neither the Authority nor the Redeveloper, as the case may be, shall be considered in breach of or default in its obligations with respect to the preparation of the Property for redevelopment, or the beginning and completion of construction of the Improvements, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the

public enemy, acts of the Government, including acts of any federal, state, or municipal Government or any agency thereof, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, material shortages, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performances of the obligations of the Authority with respect to the preparation of the Property for redevelopment or of the Redeveloper with respect to construction of the Improvements, as the case may be, shall be extended for the period of the enforced delay as determined by the Authority:

Provided, that the party seeking the benefit of the provisions of this Section shall, within ten (10) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause of causes thereof and requested an extension of the period of enforced delay. In calculating the length of the delay, the Authority shall consider not only actual work stoppages, but also consequential delays resulting from such stoppages as well. In no event shall any financing difficulty be a cause for an extention hereunder.

IN WITNESS WHEREOF, on the day and year first set forth above, at Boston, Massachusetts, the parties hereto have caused this Agreement in five counterparts to be signed, sealed and delivered by their duly authorized officers respectively.

Signed, sealed and delivered in the presence of:

Ronda S Carter

BOSTON REDEVELOPMENT AUTHORITY

By _____
Robert J. Ryan, Director

Approved as to form:

Harold J. Carroll
Chief General Counsel RSC.

NEW ENGLAND MEDICAL CENTER HOSPITALS

David T. Robb

By _____

*PLAN ON FILE 9278~121

335/192
77992
337/176
70576

LOT
9278 121
46 REG
10/10/79 11.08 TM

DEED

BOSTON REDEVELOPMENT AUTHORITY, a public body, politic and corporate, duly organized pursuant to Chapter 121B of the General Laws of Massachusetts, having its usual place of business in Boston, Suffolk County, Commonwealth of Massachusetts (the "Grantor"), in consideration of One Hundred Five Thousand Seven Hundred ($105,700.00) Dollars paid and in consideration of covenants herein contained, grants to NEW ENGLAND MEDICAL CENTER HOSPITAL, havings its usual place of business at 171 Harrison Avenue, Boston, Massachusetts (the "Grantee"), with QUITCLAIM COVENANTS, the following described land known as Discontinued Air Rights Over Washington Street and Parcel P-4 in the South Cove Urban Renewal Area. Said parcels are bounded and described as follows:

The air rights in Boston, Suffolk County, Massachusetts, above a horizontal plane being elevations 40.50 feet, Boston City Base, in fee simple, and shown as the discontinued area of Washington Street on a plan entitled, "City of Boston Public Works Department, Engineering Division Discontinuance Plan Washington Street Boston Proper," dated May 30, 1978, prepared by Chas. T. Main, Inc., Engineers, which plan is recorded in Suffolk Registry of Deeds, Book 9095 at end. Said parcel being particularly bounded and described as shown on said plan as follows:

Beginning at a point located on the westerly sideline of Washington Street three hundred fifty-five and 81/100 (355.81) feet southwest of the point of curvature where said sideline of Washington Street intersects Stuart Street;

thence turning and running easterly eighty-one and 9/100 (81.09) feet to the easterly sideline of Washington Street to a point three hundred sixty-eight and 6/100 (368.06) feet southwest of the point of curvature where said sideline of Washington Street intersects Kneeland Street;

thence turning and running southwesterly along the easterly sideline of Washington Street, one hundred fifty-eight and 78/100 (158.78) feet to a point five hundred twenty-six and 84/100 (526.84) feet southwest of the point of curvature where said sideline of Washington Street intersects Kneeland Street;

thence turning and running northwesterly to the westerly sideline of Washington Street, eighty and 65/100 (80.65) feet to a point four hundred ninety-three and 42/100 (493.42) feet southwest of the point of curvature where said sideline of Washington Street intersects Stuart Street;

thence turning and running northeasterly along the westerly sideline of Washington Street, one hundred thirty-seven and 61/100 (137.61) feet to the point or place of beginning.

Said parcel contains 11,874 square feet according to said plan.

Being the same premises described in the discontinuance of the vertical portion of Washington Street by the Public Improvement Commission of the City of Boston by instrument approved June 1, 1978 and recorded with the Suffolk Registry of Deeds, Book 9069 , Page 412 ; and being the same premises described in the Order of Taking of the South Cove Urban Renewal Area R-92 and by the Boston Redevelopment Authority by taking in fee simple by eminent domain dated August 23, 1979, recorded with said Deeds on September 21, 1979, Book 9262, Page 335 and as Land Court Document No. 346911.* The within conveyed premises are erroneously described in said Taking as containing 18,874 square feet when, in fact, said premises contain 11,874 square feet; and in the third paragraph of the description in said Taking, the distances along the easterly sideline of Washington Street are erroneously described as being one hundred sixty and 78/100 (160.78) feet and five hundred twenty-eight and 84/100 (528.84) feet when, in fact, said distances are one hundred fifty-eight and 78/100 (158.78) feet and five hundred twenty-six and 84/100 (526.84) feet, respectively all as correctly shown on the Plan referred to in said Taking and recorded in Book 9095 , ~~Page~~ end . The descriptive errors contained in said Taking as to the area and said boundaries contained therein were scrivener's errors and, in fact, the area and dimensions of said premises intended to have been taken and taken are correctly shown on the above-mentioned plan as "Discontinued Area = 11,874 square feet", reference to which is made for a more particular and definitive description.

* SAID PREMISES CONSISTS OF REGISTERED AND UNREGISTERED LAND, SAID REGISTERED PARCEL BEING SHOWN AS LOT 1 ON REGISTRATION PLAN NO 29536-B ON CERTIFICATE OF TITLE NO. 79576. See drawing file 30192

On January 12, 1978, the Board of Street Commissioners of the City of Boston granted to the Licensees therein the right to construct and maintain a structure bridging Washington Street and delivered said grant to the New England Medical Center Hospital and Tufts-New England Medical Center, Inc., on May 25, 1978, a copy of which is attached hereto and incorporated by reference and recorded in Book 9067, page 407.

The names of the owners shown on said plan, New England Medical Center Hospital and Tufts-New England Medical Center, Inc., although supposed to be correct are such only as a matter of information, opinion and belief and are listed for informational purposes only.

Parcel P-4 is bounded and described as follows:

Beginning at a point on the easterly sideline of Washington Street a distance of two hundred ninety-four and eighty-two hundredths feet (294.82) northerly from the intersection of the northerly sideline of Oak Street and the easterly sideline of Washington Street and running along the sideline of Washington Street on a curve of seven hundred sixty and no hundredths feet (760.00) radius a distance of eighty-two and twenty-seven hundredths feet (82.27) to a point of tangency;

thence running N20°-50'-17"E a distance of thirty-three and sixty-seven hundredths feet (33.67) along the sideline of Washington Street to a point;

thence turning to the right and running S60°-17'-34"E a distance of thirty-six and sixty-three hundredths feet (36.63) to a point;

thence turning to the right and running S52°-39'-14"E a distance of seventeen and forty-seven hundredths feet (17.47) to a point;

all along the property of the New England Medical Center;

thence turning to the right and running S11°-26'-25"W a distance of twenty-six and seventy-nine hundredths feet (26.79) to a point;

thence turning to the left and running S11°-24'-57"W a distance of forty and fifty-five hundredths feet (40.55) to a point;

thence turning to the right and running S11°-26'-25"W a distance of twenty-eight and fifty hundredths feet (28.50) to a point;

all along the property of the Massachusetts Bay Transportation Authority;

thence turning to the right and running N78°-33'-54" W a distance of sixty-five and two hundredths feet (65.02') along the property of the Boston Redevelopment Authority to the point and place of beginning.

Said parcel located in Boston Proper, Suffolk County, Massachusetts, and containing two thousand five hundred thirty square feet (2,530 sq. ft.) of registered land, Certificate No. 77992 and three thousand eight hundred five square feet (3,805 sq. ft.) of unregistered land for a total of six thousand three hundred thirty-five square feet (6,335 sq. ft.) more or less all as shown on a plan entitled, "Boston Redevelopment Authority, South Cove Urban Renewal Area, Project No. Mass. R-92, Boston, Suffolk County, Massachusetts, Delivery Parcel Plan, Parcel P4 (1B), Drawing No. 5029-2, dated Sept. 19, 1979," prepared by Chas. T. Main, Inc.

For title, see taking dated JUNE 22, 1967, recorded in Suffolk Registry of Deeds, Book 8128, page 739, Document No. 283958 and confirmed by taking dated August 23, 1979, recorded in Suffolk Registry of Deeds, Book 9262, page 335, and filed as Land Court Document No. 346911. See also Certificate of Title No. 77992, filed in Suffolk Registry District of the Land Court, Book 318, page 142.

Said Grant is made together with a subsurface easement, in gross for the purpose of constructing certain footings, a portion of a pile cap and a portion of a ventilation shaft plenum and bounded and described as follows:

A certain parcel of land situated in the City of Boston, Suffolk County, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at a point on the westerly sideline of Washington Street said point being 442.27 feet southwesterly from the point of curvature of the westerly sideline of Washington Street with the southerly sideline of Stuart Street;

thence S11°-26'-06"W through the right of way of Washington Street a distance of 34.26 feet;

thence turning N78°-33'-54"W a distance of 5.62 feet to the westerly sideline of Washington Street;

thence northerly along the westerly sideline of Washington Street as it curves to the right with a radius of 840.00 feet a distance of 9.36 feet to a point of curvature;

thence N20°-50'-17"E, continuing along the westerly sideline of Washington Street, a distance of 25.36 feet to the point of beginning, containing an area of 98 square feet for the purpose of subsurface easement below an elevation of 17.00 feet (Boston City Datum) as shown on a plan by Harry R. Feldman, Inc., entitled, "Plan of Easement, Boston, Mass.," dated July 24, 1979.

The Grantee covenants for the Grantee, its successor and assigns:

(1) Until July 26, 2005, the property shall be used in conformity with the land use provisions, planning objectives, and other requirements for the Property contained in the South Cove Urban Renewal Plan, as the same may be from time to time amended pursuant thereto, until the termination of said Plan.

(2) Without limitation as to time, there shall be no discrimination upon the basis of race, color, sex, religion or national origin in the sale, lease, rental, or in the use and occupancy of the property or any improvements erected thereon, or in connection with the employment or application for employment of persons for the construction of such improvements.

(3) Construction of improvements on the property in compliance with all of the terms and conditions of the Land Disposition Agreement recorded herewith, shall be commenced within one hundred eighty (180) days after delivery of this Deed to and possession of the property to the Grantees, and shall be diligently prosecuted to completion not later than forty (40) months after the commencement thereof. Promptly after such completion, the Grantor shall furnish the Grantee a "Certificate of Completion" in recordable form so certifying, which shall be a conclusive determination of completion of construction of the Improvements hereunder including satisfaction and termination of the covenants contained in this paragraph.

(4) Prior to the completion of the construction of the improvements hereinbefore referred to, and except as provided in (5) below, no assignment or transfer or any interest in the property or any portion thereof or any interest therein shall be made (except for involuntary transfer caused by death or incapacity), until the transferee or transferees having in writing and to the Grantor's satisfaction expressly

assumed all of the Grantee obligations to begin and complete construction of the improvements, and except that leases may be entered into provided that rental payments commence only at such time as the area or areas are ready for occupancy.

(5) Notwithstanding any other provision of this Deed, the Grantee shall at all times have the right to encumber or pledge the Grantee's rights, title and interest in and to the property, or any portion or portions thereof, by way of a bona-fide mortgage to secure the payment of any loan or loans obtained by the Grantee to finance the development, construction, repair, or reconstruction of any of the improvements required to be constructed by the Grantee on the property, or refinance any outstanding loan or loans therefor obtained by the Grantee for any such purpose. No mortgagee under a mortgage permitted hereby shall be obligated to complete the improvements referred to in paragraph (3) above, and in the event of a default by the Grantee in the construction of the improvements such a mortgagee shall have the option of causing or not causing the same to be completed in accordance with the Grantee's undertakings, provided that nothing in this Deed shall be construed to permit any mortgagee to devote the property to any uses, or to construct any improvements thereon, other than those permitted under the provisions of this Deed.

(6) Until July 26, 2005, the Grantee shall, from time to time, at all reasonable hours, give to the duly authorized representatives of the United States of America, the Grantor and the City of Boston, free and unobstructed access for inspection purposes to any and all of the improvements constructed on the property and to all open areas surrounding the same.

(7) Until July 26, 2005, the Grantee shall keep the improvements constructed on the property in good and safe condition and repair unless such improvements shall have become uninsurable, and in the occupancy,

maintenance and operation of such improvements, the property shall comply with all laws, ordinances, codes and regulations applicable thereto.

(8) The Grantee shall keep all of the insurable property and equipment in respect to the property insured by fire and extended coverage insurance and insured against such additional risks with respect to which insurance is commonly required by institutional mortgagees on similar property and equipment in the City of Boston. Such insurance shall be in amounts sufficient to comply with the co-insurance clause applicable to the location and character of the property or equipment and, in any event, in amounts not less than eighty per centum (or eighty per centum in the case of extended coverage insurance) all of the current cash value of such property or equipment. All of such insurance shall be by standard policies obtained from financially sound and responsible insurance companies authorized to do business in Massachusetts shall have attached thereto a clause making the loss payable to the Grantee, the Mortgagees and (subject to the rights of the Mortgagee) the Grantor, as their respective interests may appear; and shall provide that no cancellation, change or terminations shall be effective with respect to the Grantor until after ten (10) days' prior notice has been given to the Grantor. In the event such insurance is not maintained in full force and effect by the Grantee, the Grantor may procure same, the cost of which to the Grantor plus interest at the rate of six (6) per cent per annum, shall be paid to the Grantor by the Grantee.

(9) If a bona-fide first Mortgagee, through the operation of the Contract to finance construction of the improvements acquires title to the property prior to the completion of the improvements, the Mortgagee for the period during which said Mortgagee holds such title, shall comply with the applicable provisions of the aforementioned Land Disposition Agreement.

(10) The Grantee agrees to comply with all applicable rules and orders issued by the Department of Housing and Urban Development which prohibit the use of lead-based paint in residential structures undergoing Federally-assisted construction or rehabilitation and requiring the elimination of lead-based paint hazards.

(11) Until July 26, 2005, no building or structure shall be con-

structed or built on the property, other than the improvements to the property described in and permitted by the Land Disposition Agreement unless and until (a) the proposed plans for such building or structure have been submitted to the Grantor or its successors in interest, as the case may be, shall have in writing approved said proposed plans and authorized the construction of said building or structure on the property as may be authorized by the Grantor during the term of the South Cove Urban Renewal Plan and shall conform to and be in accordance with the land use provisions, planning objectives and other requirements for the property contained in said plan.

The covenants set forth above shall run with the land hereby conveyed, and, to the fullest extent permitted by law and equity, be binding for the benefit and in favor of, and enforceable by, the Grantor and any successor public agency designated by or pursuant to law. Section (2) above shall be in favor of, and enforceable by the United States, both for and in its own right and also for the purpose of protecting the interests of the community and other parties, public and private, in whose favor and for whose benefit such covenants are provided. Such covenants shall be in force and effect without regard to whether the Grantor or any such successor remains or is an owner of any land or interest in the South Cove Urban Renewal Area as defined in the said Urban Renewal Plan, but shall not be enforceable by transferees of other land owned by the Grantor in such areas; and such covenants shall not be binding on any owner or person in possession or occupancy except for his period of ownership, possession or occupancy. In the event that prior to certificate of completion by the Grantor, there is a violation or default by the Grantee in respect to Sections (3) or (4) above, and the Grantee fails after notice thereof to cure, the Grantor may require conveyance of the property by the Grantees.

The Grantee, itself, its successors and assigns, hereby waive all claim and right to damages, payments or compensation and agree with the Grantor, its successors and assigns, to make no claim for damages by reason of the laying out of, discontinuance, change in grade, or taking by the City of Boston for streets abutting the property, insofar as said actions are for purposes of carrying out said Urban Renewal Plan.

IN WITNESS WHEREOF, on the 9th day of October, 1979, at Boston, Massachusetts, the parties hereto have caused this Deed in three counterparts, to be signed, sealed and delivered by their duly authorized officers, respectively.

Signed, sealed and delivered in the presence of:

Ronda S. Carter

BOSTON REDEVELOPMENT AUTHORITY

By _____
Robert J. Ryan, Director

NEW ENGLAND MEDICAL CENTER HOSPITAL

David T. Feller

By _____
Jerome H. Grossman, M. D.

Approved as to form:

_____
Harold J. Carroll, Chief General Counsel

Oct 9, 1979
LAND COURT
APPROVED FOR REGISTRATION
Note in 79576
(no cancellation w/o order of court)
By _____
Chief Title Examiner

COMMONWEALTH OF MASSACHUSETTS
DEEDS EXCISE
241.68

CANCELLED

9278 130

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

Then personally appeared before me the above-named, Robert J. Ryan, Director, who executed the foregoing Agreement on behalf of the Boston Redevelopment Authority and acknowledged the same to be the free act and deed of said Authority.

Notary Public

My Commission expires: 5/19/83

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

Then personally appeared before me the above-named Jerome H. Grossman, M. D., who executed the foregoing Agreement and acknowledged the same to be his free act and deed and the free act and deed of the New England Medical Center Hospital.

Notary Public

My Commission expires: Aug 10, 1988

This instrument executed this 25 day of May, 1978, by the City of Boston, acting through its Public Improvement Commission (hereinafter referred to as the "licensor"), with the approval of its Mayor and New England Medical Center Hospital and Tufts-New England Medical Center, Inc. (together hereinafter referred to as the "licensees"), being Massachusetts charitable corporations having their principal places of business at 171 Harrison Avenue.

W I T N E S S E T H T H A T

WHEREAS by vote on January 12, 1978 the licensor (as successor to the Board of Street Commissioners of said City - see St. 1909, c. 486, s. 5) (as amended by St. 1953, c. 473 and Chapter 2 of the Ordinances of 1954 of said City), acting under authority of Chapter 179 of the Acts of 1961 with the approval of the Mayor of said City, did, subject to certain provisos, restrictions and conditions, grant to the aforesaid licensees and their successors and assigns, a permit to build and to maintain permanently, a structure bridging Washington Street in said City within an air space approximately 200 feet wide with its north boundary approximately 400 feet south of the centerline of Stuart/Kneeland Streets, at a point where the licensees own the land with the building thereon on opposite sides of said Street, for the purpose of connecting said buildings to permit the passage of pedestrians (hereinafter referred to as the "Premises"); and

WHEREAS by said vote said licensor, acting as aforesaid, did give, subject to certain provisos, restrictions and conditions the consent of the City of Boston, to the aforesaid construction and maintenance of said structure over such portions of said Washington Street as are owned in fee by the City of Boston, if any;

NOW, THEREFORE, in fulfillment of said vote, the City of Boston, acting by its licensor with the approval of its Mayor under authority of Chapter 179 of the Acts of 1961 and every other authority hereto enabling, does hereby give to licensees, and their successors and assigns, subject to the provisos, restrictions and conditions specified in said vote, a permit and consent to the aforesaid construction and maintenance of the Premises over those portions of said Washington Street.

AND in discharge of one of the conditions upon which said permit and consent were respectively granted and given by said vote, licensees hereby accept said permit and consent upon the provisos, restrictions and conditions set forth in said vote, and for themselves, their successors and assigns, convenant with the City of Boston as follows:

1. That New England Medical Center Hospital, its successors and assigns, shall forever indemnify and save harmless the City of Boston against all claims and demands of said licensees, their successors and assigns, or any of them, for damages, costs, expenses or compensation for, on account of, or in any way growing out of any taking of the Premises by eminent domain subsequent to May , 1978.

2. That New England Medical Center Hospital, its successors and assigns, shall forever indemnify and save harmless the City of Boston, its officers, agents, servants and employees against all claims and demands of all persons for damages, costs, expenses or compensation for, on account of, or in any way growing out of, any injury or damage to person or property caused wholly or in part by the erection, maintenance, use or removal of the Premises, or by reason of any act of neglect of said licensees, their officers, agents and employees or by reason of any violation of any term or specification contained in this agreement or in any license or permit necessary in the construction, use, occupancy or removal of the Premises.

3. If at any time after giving licensees, their successors or assigns due notice and a hearing, the board or officer then having charge of the laying out of public ways in the City of Boston shall duly determine that the Premises has been abandoned as a structure for the purpose of connecting said buildings and fix a time for its removal, or if at any time the board or officer then having the powers and duties now vested in the Building Commissioner of the City of Boston shall for good cause determine that the Premises is dangerous to life or limb and fix a time for its removal, said licensees, their successors or assigns shall at their own expense remove the Premises within the time fixed as aforesaid.

4. That licensees, their successors and assigns, shall at their sole expense, undertake to maintain such structure in good repair and to make all repairs, renewals, and replacements necessary to that end, and to commence promptly and proceed diligently with any repair or restoration required. Licensees agree that the City shall have no obligation to repair or restore the Premises in any manner or in any circumstance. All repairs, alterations or restoration herein required shall be done in a good and workmanlike manner and in compliance with all applicable laws, ordinances, regulations and orders of governmental authority.

5. That licensees, their successors and assigns, agree to keep access to the Premises open for use by the general public during the hours which the M.B.T.A. is running its trains. It also agrees to keep the passageway therein in use clear and free of snow, ice and other impediments to free, easy safe, secure passage by the general public.

6. The licensees, their successors and assigns, shall after consultation with the street lighting staff of the Department of Public Works (the "Department") install temporary and permanent street and pedestrian lighting and/or suitable obstacle warning signals beneath the Premises, during and after construction of the Premises which are mutually satisfactory to the parties.

7. In the event it is necessary during the construction of the Premises to remove street and sidewalk pavement, the licensees, their successors and assigns, shall repave the street and sidewalks in a manner satisfactory to the Department.

8. The licensees, their successors and assigns, shall coordinate construction schedules for the Premises with the Traffic and Parking Department of the City of Boston so as to minimize interference with the continued orderly flow of traffic during construction.

9. The licensees, their successors and assigns, shall provide reasonable security measures to preserve the safety of the pedestrians using the Premises.

10. The licensees, their successors and assigns, shall during the construction of the Premises, take all reasonable effort to remove construction debris from the traveled way and minimize construction dust in the construction area.

11. The licensees, their successors and assigns, shall, during the construction of the Premises, install temporary enclosures, if necessary, to provide protection for motorists and pedestrians.

12. Any notice, request, consent or other communication which by any provision of this agreement is required, permitted or provided to be given shall be in writing and shall be deemed to have been sufficiently given for all purposes when received after being sent by certified or registered mail, postage charges prepaid to the following parties and addresses:

If to Licensees: New England Medical Center Hospital
171 Harrison Avenue
Boston, Massachusetts 02111
Attention: Executive Director

Tufts-New England Medical Center, Inc.
171 Harrison Avenue
Boston, Massachusetts 02111
Attention: Administrative Officer

If to City of Boston: Department of Public Works
Permit Section
City Hall
Boston, Massachusetts 02201

or to such other party and address as any party may specify by like notice.

13. This agreement shall be interpreted according to the law of The Commonwealth of Massachusetts.

14. This agreement shall be binding upon the successors and assigns of the licensees, but no assignment shall be binding on the City of Boston without the written consent of the licensor.

15. This agreement constitutes the complete understanding of the parties. No modification or waiver of any provision shall be valid unless in writing and signed by the licensor and licensees.

IN WITNESS WHEREOF, the parties have duly executed this agreement this day of , 1978.

CITY OF BOSTON

(City of Boston Seal) By: _____
Chairman, Public Improvement Commission

NEW ENGLAND MEDICAL CENTER HOSPITAL

(New England Medical Center Hospital Seal) By: _____
Executive Director

TUFTS-NEW ENGLAND MEDICAL CENTER, INC.

(Tufts-New England Medical Center, Inc. Seal) By: _____
Administrative Officer

APPROVED:

_____
MAYOR OF BOSTON, MASS.

MAY 25 1978

Approved as to form:

_____
Corporation Counsel for the City of Boston

MEMORANDUM OF UNDERSTANDING

In order to obtain the mutual benefits and objectives described in this Agreement, New England Medical Center, Inc. ("NEMC"), the Trustees of Tufts College ("Tufts"), and the Chinese Consolidated Benevolent Association of New England (the "Association"), on behalf of its members, and as advocate on behalf of the Chinese Community, agree as follows:

1. Whereas the Association is the principal umbrella organization of the Chinese Community in Boston and New England; and

2. Whereas the campus of the Tufts' graduate schools in the health sciences field and the medical facilities of NEMC are each situated in the South Cove Urban Renewal Area in close proximity to the Chinatown community in Boston; and

3. Whereas Tufts, NEMC and the Association have held numerous discussions in recent months with the objective of obtaining community support for the projects described below and providing certain benefits to the Chinese Community in Chinatown; and

4. Whereas City Redevelopment Corporation (the "Landlord") is the owner of the land and building located at

50 Herald Street, Boston, Massachusetts (the land and building hereinafter together referred to as the "SCM Building") and Tufts and the Landlord entered into a lease of the SCM Building dated January 15, 1981 (the "lease"), which lease contains in Article IX the grant of an option to Tufts to purchase the SCM Building during certain periods of the lease term (the "option"), and

5. Whereas by an Assignment of Lease with an effective date of July 1, 1982, Tufts assigned to NEMC its interest in (i) the lease, (ii) a certain side letter agreement dated December 12, 1980 between the Landlord and Tufts, and (iii) a certain side letter agreement dated January 13, 1981 between the Landlord and Tufts, and

6. Whereas Tufts is applying to the City of Boston Zoning Board of Appeal for a conditional use permit and zoning variances in order to construct the Health Sciences Education Building (HSEB) on its campus near Chinatown, and

7. Whereas NEMC is applying to the City of Boston and attendant agencies for the approval of the reconstruction and renovation of the buildings situated at 15 Kneeland Street, Boston, Massachusetts, and 35 Kneeland Street, Boston, Massachusetts, and for the construction and use of the Magnetic Resonance Imaging Building (MRIB), (the HSEB described in Paragraph 6 above and the three projects defined in this Paragraph 7 being more fully described in

Exhibit A hereto and being collectively hereinafter referred to as "the Projects",) and

8. Whereas the Association desires to acquire the SCM Building for conversion to housing for the Chinese Community, and

9. Whereas NEMC and Tufts are desirous of assisting the Association and the Chinese Community in alleviating the shortage of adequate, affordable housing in the vicinity of Chinatown, and

10. Whereas Tufts and NEMC are desirous of setting forth the substance of their discussions to date whereby they have indicated their willingness to provide certain community services for educational and employment opportunities and other benefits to the Chinese Community, as a result of which the Association will pledge its support for the Projects before the City of Boston and attendant agencies as set forth herein;

Now, therefore, in consideration of the mutual understandings set forth herein, the parties covenant and agree as follows:

1. In recognition of their mutual interest and concerns, Tufts, NEMC and the Association agree to meet when necessary to discuss and to review master plans and boundary questions affecting the facilities of both Tufts and NEMC in the vicinity of Chinatown and to use their best efforts to resolve their differences, if any, concerning the same.

Tufts and NEMC agree to make design presentations to the Association at the early stages of project development and, at the request of the Association, to the community at large. The Association shall use its best efforts to coordinate the participation of all relevant community groups in such meetings.

2. NEMC agrees that prior to January 31, 1985, it will exercise (subject to the conditions stated below) the option to purchase the SCM Building only at the direction of the Association, upon whose direction NEMC may conclusively rely as acting on behalf of the Chinese Community, unless prior to said date the Association has notified NEMC and Tufts as provided below that it has no continuing interest in the SCM Building.

If the Association determines not to acquire the SCM Building, it promptly shall notify both Tufts and NEMC of this decision on or before January 1, 1985 in order to allow NEMC to determine whether to purchase said building for NEMC's own purposes. Upon receipt of such notice from the Association, and provided that the Projects have been approved or have not been denied or delayed for the reasons specified in Paragraph 10 hereof, Tufts and NEMC shall promptly instruct the escrow agent described below to pay all sums in the escrow fund, including any accrued interest, directly to the Association or its designee. The Association agrees to use such funds only to increase the

availability of adequate, affordable housing within Chinatown and its immediate environs.

Upon receipt from the Association of a timely written direction to exercise the option, which shall contain evidence that funds are simultaneously being placed in escrow as described below to make up any balance of the purchase price and which states the Association's intention to construct housing on the Land or to utilize the SCM Building for that purpose, or as the basis for acquiring or establishing such housing through a resale of the building and use of the sale proceeds for housing purposes, NEMC shall promptly exercise the option pursuant to its terms and provisions and will designate the Association or its designee (the "Designee") to take title to the SCM Building pursuant to the option. The conveyance shall occur on the first Monday of the 49th month of the term of the Lease as set forth in Article IX(F) of the Lease unless otherwise agreed by NEMC, the Landlord and the Designee. As part of the closing, NEMC, Tufts and the Association shall instruct the escrow agent to disburse from the escrow fund the sums necessary to complete the closing.

Upon completion of the closing, the parties also shall instruct the escrow agent to pay over any funds then remaining in said escrow fund to the Association or its Designee. The Association shall be responsible independently for all closing costs and for examination of

the title, attorney's opinion or opinions with respect thereto and to the purchase in its entirety and/or such title insurance as the Association may desire to obtain.

In contemplation of the transfer of the SCM Building to the Association or its Designee, Tufts and NEMC have deposited as of the date hereof $600,000 with the Shawmut Bank of Boston, N.A. as Escrow Agent hereunder (the "$600,000") and simultaneously with its written direction to NEMC to exercise the option, the Association shall deposit the balance of the purchase price of the SCM Building, if any, with said escrow agent, all amounts to be held in escrow pursuant to the terms hereof. Tufts and NEMC intend that, provided that the contingencies set forth in Paragraph 10 have been met, then the $600,000, together with the interest accrued thereon, will be used to pay all or part of the purchase price of the SCM Building if it is acquired by the Association or the Designee pursuant to the terms hereof or, in the event that the Association decides not to purchase the SCM Building, that said sum shall be disbursed to the Association or its Designee by the escrow agent for the development of adequate, affordable housing for the Chinese Community.

3. NEMC agrees as a community service to grant the Association or its nominee or nominees a contract or contracts to conduct a job-training program and/or an educational program which program or programs will train

persons for jobs usually offered at NEMC and/or Boston area hospitals in accordance with the provisions of the outline for job training and opportunities for meaningful employment attached hereto as Exhibit B. Such contract or contracts shall be funded by NEMC in the total amount of $100,000 and the terms thereof shall be satisfactory to NEMC and the Association. At the end of the contract period, NEMC and the Association shall meet to determine the best method by which to continue the ongoing purposes of the services provided herein.

4. Tufts and NEMC recognize the importance and value of the services provided to the Chinese Community by the Quincy School Community Council and the Chinatown Housing and Land Development Task Force at 34-36 Oak Street, and the Boston Chinese Youth Essential Services at 199 Harrison Avenue. Tufts and NEMC further recognize the difficulties faced by these agencies in securing suitable facilities within the Chinatown Community, should relocation of these services become necessary, and that the high cost of relocation represents an extreme hardship to these agencies. NEMC agrees that, as a part of its service to the community, in the event that it shall acquire the same prior to relocation of the service agencies as set forth below, it shall not use the site and buildings at 34-36 Oak Street and 199 Harrison Avenue until such time that the agency which may be displaced by said use is able to relocate permanently to

other sites of a similar nature, permanency and rental to that enjoyed by the agency prior to relocation within the Chinatown Community. NEMC as a community service further agrees fully to cooperate with the Chinese Community to use its best efforts to insure that these community services will continue to be available at 34-36 Oak and 199 Harrison Avenue including maintaining rents at similar levels enjoyed by these agencies at the time of acquisition until these agencies have been relocated to the reasonable satisfaction of these agencies, or to any similar service agencies occupying these buildings and sites at the time of acquisition. The agreement by these agencies to relocate shall not be unreasonably withheld by the agencies, nor shall the same be construed as an endorsement or approval by the Chinese Community of any future NEMC development plans for these sites. In the event that Tufts shall acquire these premises, this paragraph shall apply in all respects to Tufts.

5. NEMC agrees to provide for the Chinese Community twenty-four hour on-call interpreter service within the medical center area.

6. Tufts agrees to increase its recruiting efforts of Asian American students within the target areas of Boston corresponding to zip code areas 02111, 02116 and 02118 (Chinatown/South End) and 02134 and 02135 (Allston/Brighton), including improving its assistance

programs of orientation and counselling for high school students residing in such areas. The objectives will be to increase the pool of qualified candidates for admission to Tufts and to assure that these candidates have maximum access to counselling with respect to admissions and counselling with respect to financial aid. Concurrently with the execution hereof, Tufts and the Association are entering into a further separate memorandum setting forth the details of said assistance program.

6A. Upon the execution hereof, Tufts also shall pay the sum of $100,000 to the escrow agent to be held pursuant to the provisions of Paragraph 10 hereof. Unless returned to Tufts for the reasons stated in Paragraph 10, the escrow agent shall pay said funds to the Association for the establishment of a fund to be known as the "Community Scholarship Fund." These funds shall be used by the Association solely for financial aid (by grant or loan) to qualified students attending Tufts or to establish tutorials and similar assistance programs for students seeking admissions to Tufts. The administration of said Fund shall be the sole responsibility of the Association.

7. At the request of the Association or of other Asian community organizations designated by the CCBA, Tufts will as a community service make its auditorium facilities within the HSEB available for special community functions provided (i) such use will not conflict with university

programs and functions, and (ii) the CCBA or such organization shall be responsible for any extra expenses associated with such special community use including, without limitation, cleaning and security.

8. The Association agrees that it will actively support each of the Projects.

As used in this Agreement, "actively support" includes, without limitation, the Association using its best efforts at the request of NEMC or Tufts to effect the following:

(i) to write a letter or letters on appropriate stationery signed and sealed by an officer of the Association and each of its member organizations endorsing as planned each of the Projects, (x) to each and every body which holds a public hearing concerning any of the Projects, and (y) to any other body which must review, approve, or act in any way in connection with any of the Projects and to deliver such letter or letters prior to such public hearing, review, approval or action;

(ii) to have a representative of the Association and each of its member organizations present and speaking in favor of each of the Projects, at any and all public hearings or meetings held concerning each of the Projects; and

(iii) to encourage general community support at all such hearings.

9. Tufts and NEMC also covenant and agree that each will actively support the project or projects of the other described herein.

10. In the event that (i) any approvals, permits, or licenses from the City of Boston and any agencies thereof required for the construction and use of any of the Projects are denied wholly on the basis of opposition from the Chinese Community or lack of active support from the Association as defined above; or (ii) a community organization takes a successful appeal from any favorable municipal decision for any of the Projects, then all undertakings and agreements of both Tufts and NEMC hereunder shall immediately cease and be void and of no effect and the escrow agent, upon notice from Tufts and NEMC, shall return all escrow funds, together with all interest earned thereon, to Tufts and NEMC in such proportion as they shall specify in such notice.

With respect to the $100,000 placed in escrow by Tufts pursuant to Paragraph 6 hereof, Tufts forthwith shall instruct the escrow agent to disburse said funds, together with all interest earned thereon, to the Association upon the expiration of the appeal period without appeal by a community organization following the issuance of a favorable decision for HSEB by the Board of Appeal provided, however, that in the event of a Board of Appeal denial of HSEB, Tufts shall still forthwith instruct the escrow agent so to

disburse said funds unless such denial is based wholly on opposition from the Chinese Community or lack of active support from the Association as defined above, in which event said funds shall revert to Tufts as described above.

Tufts and NEMC agree that they shall diligently prosecute applying for all necessary approvals, permits, or licenses from the City of Boston for the Projects and shall, in any event, have obtained such approvals prior to January 1, 1985. If, by said date, Tufts and NEMC have failed to obtain such approvals for reasons other than denials based wholly on community opposition, lack of active support, or a successful appeal as more fully described above, or if any application for such an approval, permit or license for any of the Projects has been voluntarily deferred, then this agreement shall remain in full force and effect and the escrow agent shall disburse the escrow funds, with interest thereon, to the Association, in the manner described in Paragraph 2 hereof.

11. All notices required or contemplated hereunder shall be deemed duly given when mailed by registered mail, return receipt requested, to the respective parties as follows:

(a) To CCBA: Billy Y. Chin, Chairman CCBA, 14 Oxford Street, Boston, Massachusetts 02111

b) To Tufts: Stephen S. Manos, Executive Vice President
Tufts University, Ballou Hall
Medford, Massachusetts 02155

(c) To NEMC: Jerome H. Grossman, President
New England Medical Center
171 Harrison Avenue, Boston, Massachusetts 02119

(d) To Shawmut Bank of Boston, N.A., Escrow Agent:
Shawmut Bank of Boston, N.A.
One Federal Street
Boston, Massachusetts 02211
Attention: Corporate Trust Department

provided that any party may change the address to which its notice should be sent by sending notice to the other parties in the manner aforesaid.

12. The Shawmut Bank of Boston, N.A., as escrow agent hereunder, hereby joins in this agreement solely for purposes of being bound by the provisions hereof concerning the escrow fund. The parties agree that the escrow agent may conclusively rely upon any notice executed by a party hereto advising the escrow agent of any state of facts upon which it is required to disburse the escrow funds hereunder. The escrow agent shall not be liable with respect to any of the escrow fund for any action or non-action taken in good faith and in no event shall the liability of the escrow agent exceed the amount of the escrow fund.

The parties further agree that the escrow funds shall be invested and reinvested by the escrow agent in thirty (30) day Shawmut certificates of deposit or in such other appropriate money market accounts as shall be directed by Tufts and NEMC.

The escrow agent's annual servicing fee of $500 shall be deducted in advance from the interest earned on the escrow funds.

IN WITNESS WHEREOF the parties hereto have executed this instrument under seal as of the ___ day of September, 1983.

New England Medical Center, Inc.

By:_____

Trustees of Tufts College

By:_____

The Chinese Consolidated Benevolent Association of New England and its members

By:_____
of the Chinese Consolidated Benevolent Association

Shawmut Bank of Boston, N.A.

By:_____
Escrow Agent

MEMORANDUM

This memorandum is intended further to clarify and to amplify our agreements and understandings set forth in Paragraph 6 of the Memorandum of Understanding dated September , 1983 among The Trustees of Tufts College, the New England Medical Center, and the Chinese Consolidated Benevolent Association of New England.

1. Within a reasonable time after the execution hereof, the CCBA shall establish a Community Panel which shall:

(a) assist Tufts in identifying and recruiting qualified Asian American students from within the target areas described below;

(b) provide information which can be used by Tufts in its admissions and financial aid decisions;

(c) evaluate the performance of Tufts under Paragraph 6 of the Memorandum of Understanding and hereunder and offer recommendations for changes and improvements;

(d) administer the "Community Scholarship Fund" established under said Paragraph 6; and

(e) report to the Community on Tufts' progress and performance under the terms of this agreement.

As used herein and in said Paragraph 6, the target areas of Boston shall correspond to zip code areas 02111, 02116 and 02118 (Chinatown/South End) and 02134 and 02135 (Allston/Brighton).

2. As soon as reasonably possible, Tufts agrees to provide the CCBA with complete data concerning the number of Asian American students both from inside and outside the target areaswho applied to Tufts within the past two years, the number of acceptances, and the total amount of financial aid (scholarships, work-study monies and loans) made available to the accepted students who, in fact, attend Tufts. Such data shall be used as a baseline to evaluate Tufts' efforts hereunder.

3. For the next five years, Tufts shall provide to the Community Panel the relevant annual statistics for applications, admissions, and financial aid described in Paragraph 2 above. Disclosure of any data under this memorandum shall not be inconsistent with relevant federal, state, and local privacy laws.

4. Tufts agrees that all Asian American students shall continue to have equal access to admissions and all financial aid and educational resources of Tufts.

5. The agreements in said Paragraph 6 and hereunder shall apply only to the undergraduate colleges at Tufts. The admissions, financial aid offices, and any other offices involved in this program at the undergraduate colleges shall cooperate with the Community Panel to carry out the intent and provisions of this agreement.

6. The term "Asian American," as used in this Agreement, shall be consistent with the definitions contained in the 1980 Census of Population, Bureau of the Census, U.S. Department of Commerce.

7. On or before September 1, 1988, Tufts will meet with the CCBA for the purpose of reviewing the efforts of Tufts hereunder. After considering the input provided by the CCBA, Tufts will determine whether this agreement will be continued.

Witness the execution hereof this _____ day of September, 1983.

Trustees of Tufts College

By_____

Chinese Consolidated Benevolent
Association of New England

By_____

CITY OF BOSTON

BOARD OF APPEAL

OFFICE OF THE BOARD OF APPEAL

December 6, 1983

Decision of the Board of Appeal on the Appeal of

Drucker Prop.

to vary the terms of the Boston Zoning Code, under Statute 1956, Chapter 665, as amended, Section 8, at premises:

15-19 Kneeland St., Ward 3

in the following respect: conditonal use permit and two variances

8-7(22) 15-1 21-1

Add research use accessory to a hospital and reconstruct existing non-conforming atructure as per plans. Legal occupancy to be Research Laboratories for New England Medical Center plus commercial space on first floor.

In his formal appeal, the appellant states briefly in writing the grounds of and the reasons for his appeal from the refusal of the Building Commissioner as set forth in papers on file numbered BZC 6594 and made a part of this record.

In conformity with the law, the Board mailed seasonable notice of the public hearing to the petitioner and to the owners of all property deemed by the Board to be affected thereby, as they appeared on the then most recent local tax list, which notice of public hearing was duly advertised in a daily newspaper published in the City of Boston, namely:

The Boston Herald Tuesday, November 22, 1983

The Board took a view of the petitioner's land, examined its location, layout and other characteristics.

The Boston Redevelopment Authority were sent notice of the appeal by the Building Department as prescribed in the Code and the Board has not received a report relative to the proposed use from them, within the prescribed time.

After hearing all the facts and evidence presented at the public hearing held on Tuesday, December 6, 1983, in accordance with notice and advertisement aforementioned, and at which hearing there was no one present in opposition to the petition, the Board finds as follows:

The appellant appeals to be relieved of complying with the aforementioned section of the Boston Zoning Code-all as per application for permit #939, 9/26/83, and plans have been submitted to the Board at its hearing and now on file in the Building Department.

CITY OF BOSTON

BOARD OF APPEAL

OFFICE OF THE BOARD OF APPEAL

Decision of the Board of Appeal on the Appeal of New England Medical Center, Inc.
BZC Case #6594

New England Medical Center Hospitals, Inc. ("NEMC") (the successor corporation to New England Medical Center, Inc.) is the lessee of the building located at 15 Kneeland Street. NEMC intends to use that building for research related to the needs of NEMC. Prior to such use, the building will be substantially renovated. An enlargement will be built on the northerly side of the building. The enlargement will start at ground level and will be approximately 166 feet high; it will extend to the side lot line, a distance of approximately two feet. The enlargement may run the length of the lot.

As a result of the planned renovation and new use of the building at 15 Kneeland Street, certain permissions must be obtained from the Board of Appeal. Specifically, a conditional use permit and two variances are necessary.

Conditional Use Permit

The planned use of the building at 15 Kneeland Street by NEMC is as a research facility. The Boston Zoning Code designates such a use a conditional use in most circumstances (Use Item No. 24). The "turndown letter" issued pursuant to the applicants application notes Use Item No. 22 as a result of a typographical error. The Board of Appeal may grant a conditional use permit only if it finds that all of the following conditions are met:

(a) the specific site is an appropriate location for such use;

(b) the use will not adversely affect the neighborhood;

(c) there will be no serious hazard to vehicles or pedestrians from the use;

(d) no nuisance will be created by the use; and

(e) adequate and appropriate facilities will be provided for the proper operation of the use.

These five points will be discussed in series.

Appropriate Location.

The site of the building at 15 Kneeland Street is within the NEMC campus. The inclusion of the building at 15 Kneeland Street within the NEMC and Tufts campuses was confirmed recently by NEMC and Tufts in conjunction with local agencies and neighborhood groups, including the Boston Redevelopment Authority. The Boston Redevelopment Authority

Decision of the Board of Appeal on the Appeal of New England Medical Center, Inc.
BZC Case #6594

has accepted the Memorandum of Understanding dated September 15, 1983 among NEMC, Tufts University and the Chinese Consolidated Benevolent Association with reference to four specific projects, including NEMC use of the building at 15 Kneeland Street. Therefore, the site is within the NEMC campus and is appropriate for research use accessory to NEMC.

NEMC is one of the major components of the neighborhood. Dedication of the building at 15 Kneeland Street to NEMC use is consistent with current uses in the area.

The Use Will Not Adversely Affect the Neighborhood.

The long term impact on the neighborhood from NEMC use of the building at 15 Kneeland Street will be insignificant as the area is dedicated already to institutional use.

Approximately $10 million will be spent renovating the building.

NEMC is committed to employing Boston residents and is contracting with neighborhood agencies for employment and educational programs.

No Serious Hazard To Vehicles Or Pedestrians.

The use of the building at 15 Kneeland Street as a research facility will have no greater impact on the pedestrian or traffic flow in the area than the present use. Significantly, there will be a substantial decrease in delivery traffic serving the building at 15 Kneeland Street.

The use will not affect pedestrian or vehicle traffic in the area.

No Nuisance Will Be Created by the Use.

The applicant has represented that the research to be conducted in the building at 15 Kneeland Street will be performed in accordance with all applicable regulations, and that all hazardous wastes resulting from the use of the building will be handled, stored and removed in a safe and legal manner. The Board, based on the applicants past conduct in this regard, has no reason to doubt such representations by the applicant.

Adequate and Appropriate Facilities.

NEMC's use of the building at 15 Kneeland Street will be a beneficial influence in the neighborhood.

Through substantial renovation, the building at 15 Kneeland Street will be rendered an efficient research building.

Variances

An enlargement on one side of the building will be added to the building at 15 Kneeland Street to accommodate pipes, ducts and other utility conduit systems. The enlargement will begin at ground level and will be approximately two feet wide; it may be as long as 122 feet, the length of the lot. The enlargement will increase the nonconformity of the building under the parapet setback required by Table B of Article 13 of the Code and will increase the nonconformity of the floor area ratio of the building. As a result, two variances will be required.

The Board of Appeals may grant a variance only if it finds that all the following conditions are met:

(a) That there are special circumstances or conditions, fully described in the findings, applying to the land or structure for which the variance is sought (such as, but not limited to, the exceptional narrowness, shallowness or shape of the lot, or exceptional topographic conditions thereof) which circumstances or conditions are peculiar to such land or structure but not the neighborhood, in that said circumstances or conditions are such that the application of the provisions of this Code would deprive the appellant of the reasonable use of such land and structure; and

(b) that, for reasons of practical difficulty and demonstrable and substantial hardship fully described in the findings, the granting of a variance is necessary for the reasonable use of the land or structure, and the variance granted by the Board is the minimum variance will accomplish this purpose; and

(c) that the granting of the variance will be in harmony with the general purpose and intent of this Code, and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

These three points will be discussed in series. The variances will be discussed together since both concern the enlargement designed to house utility lines.

Special Circumstances.

The new use of the building at 15 Kneeland Street will require installation of substantial mechanical services, including exhaust pipes from new restrooms, separate exhaust lines from the numerous new fume exhaust hoods to be installed as part of the renovation, air supply and return lines and other piping. Installation of these services within the existing walls of the building would require cutting several large holes in each floor. The building is narrow and tall in relationship to other buildings in the area, with only approximately 7300 gross square feet per floor. The taking of useable floor area for mechanical shafts would reduce the useable floor area below the point where the use would be economically feasible. The situation is further aggravated by the necessity of making the required openings in the existing floors in the center of the structural bays to avoid damaging the building structure, thus resulting in awkward floor plans and further reduction in useable area. Therefore installation of the mechanical services in an enlargement outside the existing walls is necessary to allow for reasonable economic use of the building.

The building has less than the required parapet setback and greater than the permitted floor area ratio; it exists as a nonconforming structure. The nonconformity of the building in both regards will be increased by the enlargement.

Substantial Hardship.

If it were not permitted to provide the mechanical lines to the building at 15 Kneeland Street as described above, the mechanical lines would have to be installed internally. The cost of providing such services internally would be prohibitive. The floors of the building are concrete and the holes necessary would be quite large. Also, internal installation would reduce the useable floor area of each floor of the building significantly.

Allowing the enlargement to house mechanical lines provides the most economical and reasonable use of the premises. The enlargement has been designed to contain the mechanical services in the smallest area possible for efficient service to the building, as such the variances requested are the minimum variances necessary for the planned use of the premises.

CITY OF BOSTON

BOARD OF APPEAL

OFFICE OF THE BOARD OF APPEAL

Decision of the Board of Appeal on the Appeal of New England Medical Center, Inc.
BZC Case #6594

Public Welfare.

Granting the variances will be in harmony with the general purpose and intent of the Code as it will foster efficient use of the premises and will conserve the value of the building.

CONDITIONS

In order to better protect the public welfare the Board conditions its relief on the following conditions:

1) That the ground floor of the building at 15 Kneeland Street be used for commercial use(s).

2) That the conditional use permit be only for use by NEMC, its affiliates and successor institutions.

CONCLUSION

Based upon the foregoing reasons and under the forgoing conditions, the Board has determined that NEMC has satisfied the requirements of the Boston Zoning Code as specified in Section 6-3 and Section 7-3 with respect to the conditional use permit and the variances requested for 15 Kneeland Street. Therefore, acting under its discretionary power, the Board (the members sitting on this appeal, with Mr. Parks abataining) voted 4 to 0 to grant on the foregoing conditions a conditional use permit under Use Item No. 24 and variances from Sections 6-3 and 7-3 of the Code and annuls the refusal of the Building Commissioner, and orders him to grant a permit in accordance with this decision.

Approved as to Form:

Assistant Corporation Counsel

DEC 13 1983

SIGNED

JOHN T. PRIESTLEY, JR., CHAIRMAN

[illegible] DENNIS, SECRETARY

PAUL [illegible] GIBSON

ALFRED GROSS

RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY
RE: TENTATIVE DESIGNATION OF REDEVELOPER
DISPOSITION PARCEL P-3b
IN THE SOUTH COVE URBAN RENEWAL AREA
PROJECT NO. MASS. R-92

WHEREAS, the Boston Redevelopment Authority, (hereinafter referred to as the "Authority"), has entered into a contract for loan and capital grant with the Federal Government under Title I of the Housing Act of 1949, as amended, which contract provides for financial assistance in the hereinafter identified Project; and

WHEREAS, the Urban Renewal Plan for the South Cove Urban Renewal Area, Project No. Mass. R-92, (hereinafter referred to as the "Project Area"), has been duly reviewed and approved in full compliance with local, State and Federal law; and

WHEREAS, the Authority is cognizant of the conditions that are imposed in the undertaking and carrying out of urban renewal projects with Federal financial assistance under said Title I, including those prohibiting discrimination because of race, color, sex, religion or national origin; and

WHEREAS, the Quincy School Community Council, Inc. has expressed an interest in and has submitted a satisfactory proposal for the development of Disposition Parcel P-3b in the South Cove Urban Renewal Area; and

WHEREAS, the Authority is cognizant of Chapter 30, Sections 61 through 62H of the Massachusetts General Laws, as amended, with respect to minimizing and preventing damage to the environment:

NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

1. That the Quincy School Community Council, Inc. be and hereby is tentatively designated as Redeveloper of Disposition Parcel P-3b in the South Cove Urban Renewal Area subject to:

(a) Concurrence in the proposed disposal transaction by the Department of Housing and Urban Development;

(b) Publication of all public disclosure and issuance of all approvals required by the Massachusetts General Laws and Title I of the Housing Acts of 1949, as amended;

(c) Submission within ninety (270) days in a form satisfactory to the Authority of:

(i) Evidence of the availability of necessary equity funds, as needed; and

(ii) Evidence of firm financial commitments from banks or other lending institutions; and

(iii) Final Working Drawings and Specifications; and

(iv) Proposed development and rental schedule.

2. That disposal of Parcel P-3b by negotiation is the appropriate method of making the land available for redevelopment.

3. That it is hereby found and determined that the proposed development will not result in significant damage to or impairment of the environment and further, that all practicable feasible means and measures have been taken and are being utilized to avoid or minimize damage to the environment.

4. That the developer be and hereby is authorized to petition the Board of Appeals for any zoning changes that may be necessary to complete the proposed development.

5. That the Secretary is hereby authorized and directed to publish notice of the proposed disposal transaction in accordance with Section 105(E) of the Housing Act of 1949, as amended, including information with respect to the "Redeveloper's Statement for Public Disclosure" (Federal Form H-6004).

MEMORANDUM June 23, 1988

TO: Boston Redevelopment Authority and
Stephen Coyle, Director

FROM: Ricardo Millett, Assistant Director for Neighborhood Housing and Development
Ting-Fun Yeh, Neighborhood Planner

SUBJECT: South Cove Urban Renewal Area,
Project No. Mass. R-92
Final Designation of Redeveloper of Parcel P-3b,
28-32-34-36 Oak Street

Summary: This memorandum requests that the Authority finally designate the Quincy School Community Council, Inc. of 885 Washington Street, Boston, as the redeveloper of Parcel P-3b in the South Cove Urban Renewal Area for the development of educational and community service facilities.

On May 7, 1987, the Quincy School Community Council was tentatively designated as redeveloper of Parcel P-3b in the South Cove Urban Renewal Area, Project No. Mass. R-92. Parcel P-3b contains about 2,237 square feet of vacant land at 28-32 Oak Street, and one three-story brick row house at 34 Oak Street, and one three-story brick row house with a fourth-floor addition of wood structure at 36 Oak Street.

The Quincy School Community Council (QSCC)--a 501C(3) non-profit organization--is the primary multi-service provider in Boston's Asian community. QSCC presently offers a wide range of services to over 3,000 clients annually. Since March 1969, the QSCC has been leasing 34 Oak Street from the Authority to serve as its Annex. The lease to 36 Oak Street was secured in 1984.

As of May of 1988, over $230,000.00 has been invested in the first two phases of a three-phase renovation of the properties. Through the efforts of the residents, QSCC staff, City agencies, and private foundations, the renovation of the entire building at 34 Oak Street and the structure of the building at 36 Oak Street have been completed. The formerly uninhabitable structures are now housing two classrooms for a day care center, two offices for staff and community organizations, and three classrooms which are also alternately used as offices and meeting rooms by staff and community groups. In addition to the Chinatown Community Mural and the Chinatown Children's Mural added to the side walls of the two buildings, a play lot known as the Hundred Hand Park was built on the vacant lot on 28-32 Oak Street with voluntary community efforts.

The QSCC is embarking on the third and final phase of the renovation, including redesigning the play lot at 28-32 Oak Street and further improvement of the upper floors, roofing, and the exterior wall of the building at 34 Oak Street. The renovation is scheduled to be completed by June of 1989.

This final phase of physical improvement of the properties will follow the precedent of public-private-community joint efforts set by the foregoing two phases of renovations. In addition to securing a major portion of the funding and technical assistance in design and project management by the Public Facilities Department, which contributed $45,000 to the second phase of renovation, QSCC will raise the remaining funds from private foundations and corporations which previously contributed a total about $130,000 to the preceding two phases of renovations. These included the Boston Foundation, the Theodore Edson Parker Foundation, the Charles Hayden Foundation, and the Riley Foundation.

The total cost for the third and final phase of renovation will approximate $102,700.00. To date, QSCC has secured a $12,000 Grassroots grant by the Public Facilities Commission to cover the improvement of the play lot with design assistance by the Boston Urban Gardeners. The renovation cost of the 34-Oak Street building is estimated at $90,700. To date, QSCC has secured a total of $45,000, including a $40,000 Physical Improvements Program grant by the Public Facilities Commission under the condition that matching funds be raised by the QSCC and a $5,000 grant by the Polaroid Foundation. The remaining $45,700 will be raised from private resources. Working drawings for the 36 Oak Street building have been submitted and approved by the Authority's Design Department. The Quincy School Community Council has demonstrated its capability to finish the final phase of a three-phase renovation.

With the approval of the final designation, QSCC will be able to secure funding to complete the major physical renovations of its facilities through three successive phases with the total rehabilitation cost estimated at $337,755.00 The continued upgrading of amenities and the expansion of services offered through the QSCC will directly address the growing demand in child care, English as a Second Language programs, after-school programs and tutoring, and offices and meeting rooms for community organizations. The QSCC has the support of the Chinatown-South Cove Neighborhood council and other community organizations and residents in the Chinatown neighborhood.

It is, therefore, recommended that the Authority finally designate the Quincy School Community Council, Inc. of 885 Washington Street as Redeveloper of Parcel P-3b located at 28-32-34-36 Oak Street in the south Cove Urban Renewal Area.

An appropriate resolution is attached.

RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY
RE: FINAL DESIGNATION OF REDEVELOPER
APPROVAL OF FINAL WORKING DRAWINGS AND SPECIFICATIONS
AND PROPOSED DISPOSITION OF PARCEL P-3b
IN THE SOUTH COVE URBAN RENEWAL AREA
PROJECT NO. MASS. R-92

WHEREAS, the Boston Redevelopment Authority, (hereinafter referred as the "Authority"), has entered into a contract for loan and capital grant with the Federal Government under Title I of the Housing Act of 1949, as amended, which contract provides for financial assistance in the hereinafter identified Project; and

WHEREAS, the Urban Renewal Plan for the South Cove Urban Renewal Area, Project No. Mass. R-92, (hereinafter referred to as the "Project Area"), has been duly reviewed and approved in full compliance with local, State, and Federal law; and

WHEREAS, the Quincy School Community Council, Inc. has expressed an interest in and has submitted a satisfactory proposal for the development of Disposition Parcel P-3b in the South Cove Urban Renewal Area; and

WHEREAS, the Authority is cognizant of Chapter 30, Sections 61 through 62H of the Massachusetts General Laws, as amended, with respect to minimizing and preventing damage to the environment:

NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

1. That the Quincy School Community Council, Inc. be and hereby is finally designated as Redeveloper of Parcel P-3b in the South Cove Urban Renewal Area.

2. That it is hereby determined that the Quincy School Community Council, Inc. possesses the qualifications and financial resources necessary to acquire and develop the land in accordance with the Urban Renewal Plan for the Project Area.

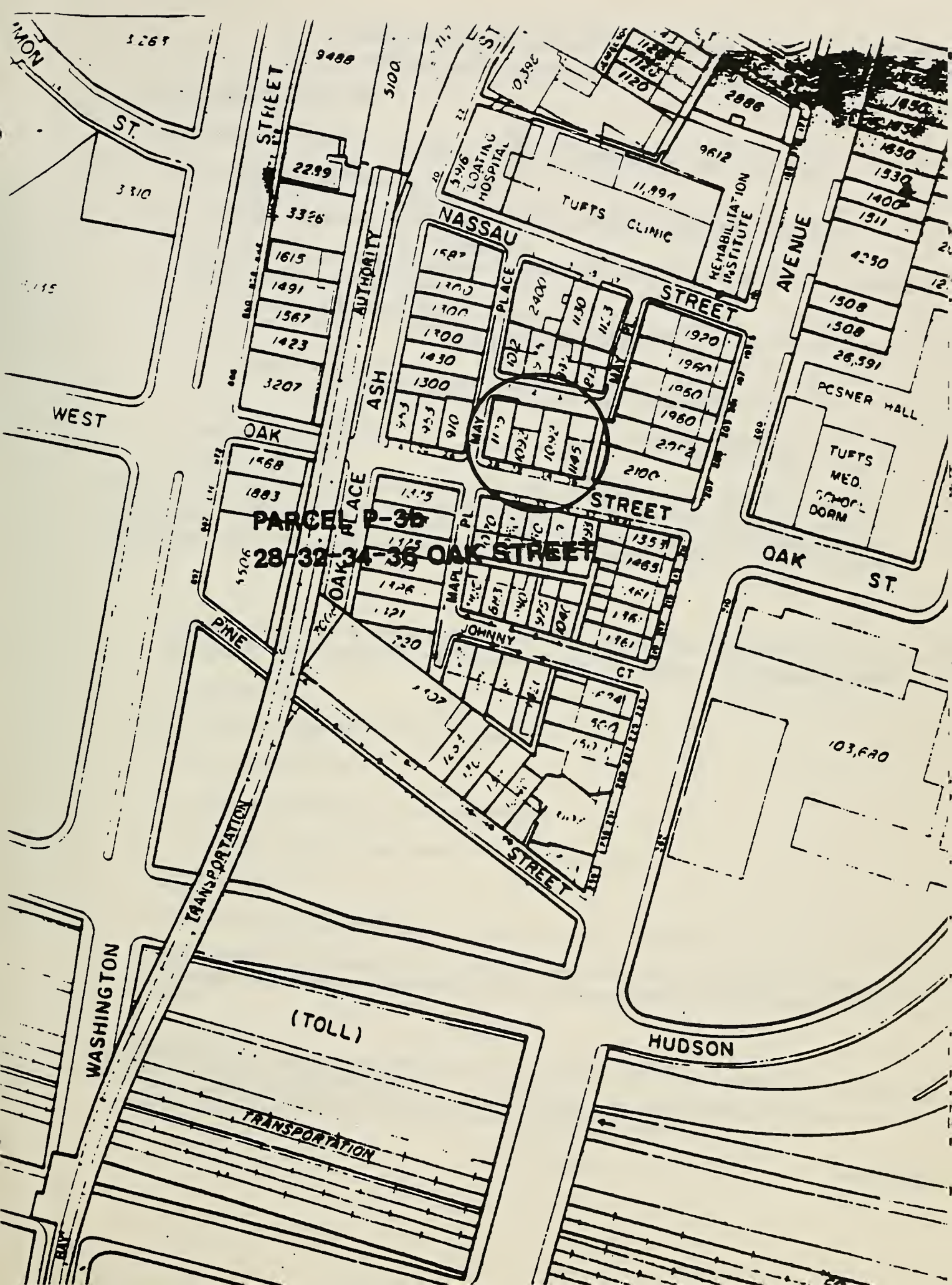
3. That disposal of said Parcel by negotiation is the appropriate method of making the land available for redevelopment.

4. That the Final Working Drawings and Specifications submitted by the Quincy School Community Council, Inc. for the redevelopment of Parcel P-3b conform in all aspects to the Urban Renewal Plan for the Project Area, and that said Final Working Drawings and Specifications be and hereby are approved.

5. That it is hereby found and determined that the proposed development will not result in significant damage to or impairment of the environment and further, that all practicable feasible means and measures have been taken and are being utilized to avoid or minimize damage to the environment.

6. That the Director is hereby authorized for and in behalf of the Boston Redevelopment Authority to execute and deliver a Land Disposition Agreement and Deed conveying Parcel P-3b to the Quincy School community Council, Inc., said documents to be in the Authority's usual form.

7. That the Secretary is hereby authorized and directed to publish notice of the proposed disposal transaction in accordance with Section 105(E) of the Housing Act of 1949, as amended, including information with respect to the "Redeveloper's Statement for Public Disclosure" (Federal Form H-6004).


PARCEL P-36
28-32-34-36 OAK STREET
NASSAU
STREET
TUFTS
CLINIC
REHABILITATION INSTITUTE
LOATING HOSPITAL
AVENUE
PLACE
ASH
MAY
WEST
OAK
PLACE
OAK
STREET
PCSNER HALL
TUFTS MED. SCHOOL DORM
OAK
ST.
PINE
JOHNNY
CT
STREET
TRANSPORTATION
WASHINGTON
(TOLL)
TRANSPORTATION
HUDSON
AUTHORITY
STREET

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Form Approved
OMB No. [illegible]

PART I - REDEVELOPER'S STATEMENT FOR PUBLIC DISCLOSURE

A. REDEVELOPER AND LAND

1. a. Name of Redeveloper: Quincy School Community Council, Inc.

b. Address and ZIP Code of Redeveloper: 885 Washington Street, Boston, MA 02111

c. IRS Number of Redeveloper: 23-7209691

2. The land on which the Redeveloper proposes to enter into a contract for, or understanding with respect to the purchase or lease of land from

Boston Redevelopment Authority
(Name of Local Public Agency)

in South Cove
(Name of Urban Renewal or Redevelopment Project Area)

in the City of Boston, State of Massachusetts, is described as follows[2]

Parcel P-3b located at 28-32-34-36 Oak Street. The parcel contains about 2,237 square feet of vacant land at 28-32 Oak Street, one three-story brick row house at 34 Oak Street, and one three-story row house with a fourth-floor addition of wood structure at 36 Oak Street.

3. If the Redeveloper is not an individual doing business under his own name, the Redeveloper has the status indicated below and is organized or operating under the laws of ~~State of Massachusetts~~:

- [ ] A corporation.
- [x] A nonprofit or charitable institution or corporation.
- [ ] A partnership known as
- [ ] A business association or a joint venture known as
- [ ] A Federal, State, or local government or instrumentality thereof.
- [ ] Other (*explain*)

4. If the Redeveloper is not an individual or a government agency or instrumentality, give date of organization:

5. Names, addresses, title of position (if any), and nature and extent of the interest of the officers and principal members, shareholders and investors of the Redeveloper, other than a government agency or instrumentality, are set forth as follows:

[1] If space on this form is inadequate for any requested information, it should be furnished on an attached page which is referred to under the appropriate numbered item on the form.

[2] Any convenient means of identifying the land (such as block and lot numbers or street boundaries) is sufficient. A description by metes and bounds or other technical description is acceptable, but not required.

HUD-6004 (9-65)

a. If the Redeveloper is a corporation, the officers, directors or trustees, and each stockholder owning more than 10% of any class of stock[1].

b. If the Redeveloper is a nonprofit or charitable institution or corporation, the members who constitute the board of trustees or board of directors or similar governing body.

c. If the Redeveloper is a partnership, each partner, whether a general or limited partner, and either the percent of interest or a description of the character and extent of interest.

d. If the Redeveloper is a business association or a joint venture, each participant and either the percent of interest or a description of the character and extent of interest.

e. If the Redeveloper is some other entity, the officers, the members of the governing body, and each person having an interest of more than 10%.

NAME, ADDRESS, AND ZIP CODE	POSITION TITLE (if any) AND PERCENT OF INTEREST OR DESCRIPTION OF CHARACTER AND EXTENT OF INTEREST
(See attached)	

6. Name, address, and nature and extent of interest of each person or entity *(not named in response to Item* who has a beneficial interest in any of the shareholders or investors named in response to Item 5 which gives such person or entity more than a computed 10% interest in the Redeveloper *(for example, more than 20% of the stock in a corporation which holds 50% of the stock of the Redeveloper; or more than 50% of the stock in a corporation which holds 20% of the stock of the Redeveloper)*:

NAME, ADDRESS, AND ZIP CODE	DESCRIPTION OF CHARACTER AND EXTENT OF INTEREST
N/A	

7. Names *(if not given above)* of officers and directors or trustees of any corporation or firm listed under Item 5 or Item 6 above:

See item 5.

8. RESIDENTIAL REDEVELOPMENT OR REHABILITATION

(The Redeveloper is to furnish the following information, but *only* if land is to be redeveloped or rehabilitated in whole or in part *for residential* purposes.)

[1] If a corporation is required to file periodic reports with the Federal Securities and Exchange Commission under Section 13 of the Securities Exchange Act of 1934, so state under this Item 5. In such case, the information referred to in this Item 5 and in Items 6 and 7 is not required to be furnished.

1. State the Redeveloper's estimates, exclusive of payment for the land, for:

a. Total cost of any residential redevelopment. . . . . $ 0
b. Cost per dwelling unit of any residential redevelopment. . . . . $ 0
c. Total cost of any residential rehabilitation . . . . . $ 0
d. Cost per dwelling unit of any residential rehabilitation . . . . . $ 0

2. a. State the Redeveloper's estimate of the average monthly rental *(if to be rented)* or average sale pri *(if to be sold)* for each type and size of dwelling unit involved in such redevelopment or rehabilita

TYPE AND SIZE OF DWELLING UNIT	ESTIMATED AVERAGE MONTHLY RENTAL $	ESTIMATED AVERA SALE PRICE $
0	0	0

- Structures on 34-36 Oak Street will be rehabbed for community service and educational facilities.

- 28-32 Oak Street will be maintained as the play lot used by th day care center operated by the Quincy School Communi Counci

b. State the utilities and parking facilities, if any, included in the foregoing estimates of rentals:

See attached.

c. State equipment, such as refrigerators, washing machines, air conditioners, if any, included in the fo going estimates of sales prices:

CERTIFICATION

I (We)[1] Edward W. Long

certify that this Redeveloper's Statement for Public Disclosure is true and correct to the best of my (our) knowl and belief.[2]

Dated: March 19, 1987

Edward W. Long
Signature

Executive Director
Title

885 Washington St Boston MA 02111
Address and ZIP Code

Dated: _____

Signature

Title

Address and ZIP Code

[1] If the Redeveloper is an individual, this statement should be signed by such individual; if a partnership, by each of its part nerm; if a corporation or other entity, by one of its chief officers having knowledge of the facts required by this statement.

[2] Penalty for False Certification: Section 1001, Title 18, of the U.S. Code, provides a fine of not more than $10,000 or impri ment of not more than five years, or both, for knowingly and willfully making or using any false writing or document, knowi the same to contain any false, fictitious or fraudulent statement or entry in a matter within the jurisdiction of any Departm of the United States.